



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

August 3, 2006

IN REPLY PLEASE

REFER TO FILE: **A-0**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**TESTING AND EVALUATING OF THE ELECTRONIC DEVELOPMENT
AND PERMIT TRACKING SYSTEM PROJECT
APPROVE SERVICE AGREEMENT
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor to sign the enclosed Agreement for services to assist in the monitoring, testing, and evaluation of the eDAPTS software application to Attevo Corporation, located in Cleveland, Ohio, with a maximum contract sum not to exceed \$336,513. The Agreement will have a term of 7 months commencing upon Board approval.
2. Delegate to the Director of Public Works the authority to terminate the Agreement if, in the Director's discretion, it is in the County's best interest to do so.
3. Delegate to the Director the authority to proceed with Phase II of the Agreement upon confirmation of the successful testing of the next version of Accela's software and the report of such results to your Board.

4. Delegate to the Director the authority to expend up to an additional 10 percent of the maximum contract sum for unforeseen, additional work within the scope of the Agreement, if required.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 18, 2002, your Board approved a 10-year Agreement, No. 74058, with Accela for replacement of Public Works' mainframe based Development and Permit Tracking System with a new web-enabled system, now known as eDAPTS. The contracted sum of the Agreement is \$4,012,865, which includes software licenses, professional services to implement the project at Public Works, maintenance services for 10 years following implementation at Public Works, and a sum of \$252,100 for contingencies. Your Board approved an addendum to this Agreement on April 1, 2003, expanding the scope of work to include the Departments of Regional Planning, Fire, and Health Services' Office of Environmental Health (now known as the Additional Entities). This expansion revised the 10-year contracted sum to \$7,128,865, which includes software licenses, professional services to implement the project, contingencies, and Public Works' maintenance services.

Implementation of the eDAPTS system under the Accela Agreement is taking considerably longer than originally scheduled due to a variety of issues, including the addition of the Additional Entities to the system and underestimation of the complexities of the eDAPTS Departments' business processes by Accela. Consequently, your Board, upon the recommendation of the County Chief Information Office and Public Works, approved two amendments to the Agreement to extend the implementation period for the eDAPTS system at no additional cost to the County. The first amendment was approved on May 20, 2004, extending the implementation period from June 18, 2004, to August 1, 2005. The second amendment was approved on July 14, 2005, extending the implementation period to December 31, 2006.

Accela is delivering a new version of the software they claim will meet the primary requirements of Public Works on July 17, 2006. In an effort to properly test this latest version to ensure it satisfies the basic requirements of the contract, we are recommending that your Board approve an Agreement with Attevo that will be completed in two phases. Attevo will first assist Public Works with the testing of Accela's next software release to address ongoing issues related to software quality and functionality. Funding for the first phase of this contract is available from the contingency funding your Board previously approved in the amount of \$252,100 for support services required from Accela. As part of the second phase and contingent upon Public Works approval of Accela's software deliverable, Attevo will assist

Public Works in the evaluation and implementation of future Accela software deliveries and any necessary improvements to system architecture.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goals of Service Excellence and Organizational Effectiveness as Attevo is uniquely qualified and has the specialized expertise to provide services under the Agreement to the County in an accurately, timely, and in a responsive manner. The successful implementation of the eDAPTS project under the Agreement will improve public access to quality information and services that are both beneficial and responsive.

FISCAL IMPACT/FINANCING

Funding for this Agreement is available from permit fees in the Fiscal Year 2006-07 County Engineer General Fund budget. There will be no impact on net County cost. The contingency funding your Board previously approved on June 18, 2002, in the amount of \$252,100 for support services required from Accela will be reduced by \$154,811, the total cost of Phase I of this Agreement.

This Agreement is for a not-to-exceed fee in the amount of \$336,513. In addition, the Director will be authorized to augment this amount up to an additional 10 percent for unforeseen additional work that may be required. Any additional work within this allowance will only be performed with prior written authorization from the Director or his designee.

The Agreement cost proposal is as follows:

Phase I Deliverables

Task 1: Project Organization and Planning

Implementation Plan	\$ 8,831
Deliverable Review Process	5,652
Deliverable Verification Report	5,299
Project Work Plan	3,886
Weekly Progress Report	3,886
Acceptance Decision Tree Report	3,488

Task 2: Testing Procedure, Infrastructure, and Implementation

Test Plan and Procedures Review	16,558
Test Infrastructure Review	16,558
Test Database Creation	18,104

Test Results Report	8,522
Task 3: Defect Management Process	
Defect Management Process Review	13,026
Defect Management Business Process Design	13,026
Defect Information Management System Setup	37,974
Total Phase I Deliverables	\$154,811

Phase II Deliverables

Task 4: Business Process and Gap Analysis	
Business Process and Systems Requirements	
Change Report	\$ 20,753
Implementation and Delivery Business Process	
Description	13,026
Kiva 8.1 Delivery Plan	13,026
Assist in Kiva 8.1 Implementation Process	26,273
Task 5: Technical Requirements Review	
Technical Requirements Assessment Report	15,896
Assistance Confirmation of Performance Issues	21,195
Task 6: System Upgrade and Maintenance Process Development	
Upgrade and Maintenance Business Process Design	17,662
Task 7: GIS System Analysis	
GIS Performance Evaluation (Report)	21,416
GIS Improvement Assistance	21,416
Task 8: IVR Review	
IVR Review (Report)	11,039
Total Phase II Deliverables	\$181,702

Total Contract	<u>\$336,513</u>
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FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement will be substantially in the form set forth in Enclosure A and has been reviewed and approved as to form by County Counsel who specialize in technology contracts to develop the Agreement. In addition, we are consulting with the County Chief Information Office to review this request.

The standard Board-directed provisions relating to contract termination, renegotiation, and hiring of qualified displaced County employees will be included in the Agreement, which will also contain Board-approved contract terms and conditions regarding employee notification of the Federal-earned income tax credit, contractor responsibility and debarment, jury service requirements, no payment for services received after contract expiration or termination, the Safely Surrendered Baby Law, and the services contract solicitation protest policy. In compliance with the Chief Information Officer's guidelines, Public Works will utilize the Information Technology Tracking System to monitor the project status and contractor's performance.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from Attevo before any work is assigned under the Agreement.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that Attevo will not be requested to perform services that will exceed the contract's approved amount, scope of work, and/or terms.

ENVIRONMENTAL DOCUMENTATION

A finding of environmental impact is not required for this Agreement.

CONTRACTING PROCESS

On May 8, 2006, we submitted an advance notification (Enclosure B) to advise your Board of our intent to conduct contract negotiations with Attevo for services to test the Accela software and assist Public Works in the evaluation of this software and system architecture for maximum efficiency. The notice explained the purpose of the testing and justification for selecting Attevo to assist in this process.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services or projects during the performance of the recommended services. However, all of the Departments participating in the eDAPTS project agree that implementation of core Public Works Land Development and Building and Safety permit activities is a critical measure of the County's and Accela's ability to meet the remaining Countywide eDAPTS objectives. A services Agreement with ATTEVO will help Public Works evaluate whether Accela has succeeded in achieving this critical milestone.

The Honorable Board of Supervisors
August 3, 2006
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CONCLUSION

One adopted copy of this letter is requested.

Respectfully submitted,

Reviewed by:

DONALD L. WOLFE
Director of Public Works

JON W. FULLINWIDER
Chief Information Officer

NDN:
P:\CIOPUB\CIO\EDAPTS\ATTEVO BOARD LETTER V3.DOC

Enc.

cc: Chief Administrative Office
Chief Information Office
County Counsel

CIO ANALYSIS

TESTING AND EVALUATING ACCELA SOFTWARE FOR ELECTRONIC DEVELOPMENT AND PERMIT TRACKING SYSTEM PROJECT – SERVICE AGREEMENT

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION
☐ DISAPPROVE

Contract Type:

☒ New Contract ☐ Contract Amendment ☐ Contract Extension
☒ Sole Source Contract ☐ Hardware Acquisition ☐ Other

New/Revised Contract Term: Base Term: 1 Yrs* # of Option Yrs

Contract Components:

☐ Software ☐ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: Don Wolfe, Director, DPW

Budget Information :

Y-T-D Contract Expenditures	\$ 0
Requested Contract Amount	\$336,513
Aggregate Contract Amount	\$336,513

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project subvented? If yes, what percentage is offset? 46%
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved. Regional Planning, Public Health Office of Environmental Health, Fire

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards?

<input checked="checked" type="checkbox"/>	<input type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).
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Project/Contract Description:

Attevo, Incorporated will provide consulting and technical services to facilitate implementation of the County's enterprise Electronic Development and Permit Tracking System (eDAPTS). Services will be performed in two phases, each related to distinct areas of the eDAPTS Implementation. The eDAPTS project includes the Departments of Public Works (DPW), Fire, Regional Planning and Public Health's Office of Environmental Health. The vendor developing the software for the E eDAPTS project is Accela, Incorporated.

Attevo services will be performed in two phases, each related to distinct areas of the eDAPTS implementation. The analysis and report recommendations will identify project risks and recommended mitigation activities.

The primary goal of Phase 1 will be to provide an objective evaluation of the quality and viability of the eDAPTS vendor's (Accela) critical software release in August 2006. This will include analysis and technical assistance to validate existing "System Test" policies and procedures used by both the County and the eDAPTS vendor (Accela). The Phase 2 services include an analysis of project management and implementation practices and business process and technical architecture requirements. This analysis will yield reports recommending any changes necessary, by either Accela or the County, to align the remaining eDAPTS project tasks to 'best practices' and industry standards.

Background:

The enterprise eDAPTS has reached a critical point in its implementation. The eDAPTS participating departments have implemented and are using portions of the eDAPTS system to conduct land development, permit and inspections activities. To date, the vendor has been unable to successfully develop quality software enhancements to meet critical DPW business requirements. Consequently, several critical DPW business modules remain to be implemented. Successful implementation of these remaining modules is dependent on Accela's ability to deliver a quality software product that meets the County's remaining business requirements.

Project Justification/Benefits:

Recent changes in Accela's approach to quality control and delivery of software should improve their ability to deliver a quality product. The Attevo services will provide an objective evaluation of the quality and viability of the Accela software and the company's ability to successfully complete this phase of the project.

Project Metrics:

The Agreement includes definitive, time-based acceptance criteria for all tasks.

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved

The Phase I Attevo services will yield information that will assist the County in deciding whether the eDAPTS project can be successfully implemented. It is imperative that decision makers be fully informed of all factors that could impact a successful project. If the decision were made to terminate the eDAPTS Agreement, Fire, Environmental Health and Regional Planning would potentially lose the operational benefits realized to date from eDAPTS, and definitely the benefits anticipated following DPW's full implementation.

Alternatives Considered:

Other vendors were eliminated from consideration. Attevo is the most qualified vendor to perform these services and they have extensive experience with implementation of the Accela software.

Project Risks:

During administration of this Agreement, the County may conclude that a portion or all of the Attevo tasks and deliverables are no longer needed. Also, there is a risk that Accela will be unable to achieve all deliverables within the defined project schedule which could reduce the time available for Attevo to perform their tasks.

Risk Mitigation Measures:

The Agreement terms and conditions give the County explicit authority to cancel any task, at any time. Both the eDAPTS and the Attevo project schedules will be effectively managed via one formal project plan. The plan is managed on a daily basis by the DPW and Accela Project Managers, and reviewed by an Executive Steering Committee no less than once a month.

Financial Analysis:

Contract funding previously identified for Accela services will be used to pay Attevo for their Phase I services. The Accela project budget has been reduced by \$154,811 to fund Phase I of the Attevo Agreement. This will result in no net increase in the eDAPTS project cost for those services provided under Phase I of the Attevo Agreement.

Should the Department decide to proceed with Phase II of the Attevo Agreement, there will be no impact on net County cost, as funding is available from permit fees in the Fiscal Year 2006-07 County Engineer General Fund Budget.

CIO Concerns:

The DPW Department Head and the Chief Information Officer believe recent changes in Accela's approach to quality control and delivery of software improves their ability to deliver a quality product and will lead to a successful completion of this project. They both believe the agreement with Attevo will provide an objective evaluation of Accela's ability to successfully complete the eDAPTS project. If the decision were made to terminate the eDAPTS Agreement, Fire, Environmental Health and Regional Planning would potentially lose the operational benefits realized to date from eDAPTS, and definitely the benefits anticipated following DPW's full implementation. The Attevo services are an essential component in making a sound decision regarding whether the County should proceed with the eDAPTS project.

CIO Recommendations:

Recommend Board approval.

CIO APPROVAL

Date Received: 8/3/06

Prepared by: Janette Parker

Date: 8/3/06

Approved: _____

Date: 8/3/06

AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
ATTEVO, INCORPORATED
FOR THE PROFESSIONAL SERVICES
TO EVALUATE, TEST AND IMPLEMENT
ELECTRONIC DEVELOPMENT AND PERMIT TRACKING SYSTEM

AGREEMENT BY AND BETWEEN
COUNTY OF LOS ANGELES AND ATTEVO, INCORPORATED
FOR PROFESSIONAL SERVICES
TO EVALUATE, TEST AND IMPLEMENT
ELECTRONIC DEVELOPMENT AND PERMIT TRACKING SYSTEM

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EXHIBITS

EXHIBIT A – ADDITIONAL TERMS AND CONDITIONS

EXHIBIT B – STATEMENT OF WORK

EXHIBIT C – PRICE AND SCHEDULE OF PAYMENTS

EXHIBIT D – THIRD PARTY SOFTWARE

EXHIBIT F – ATTEVO'S EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY AGREEMENT & ASSIGNMENT OF RIGHTS

EXHIBIT G – TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

EXHIBIT H – INTERNAL REVENUE SERVICE NOTICE 1015

EXHIBIT I – SAFELY SURRENDERED BABY LAW FACT SHEET

THIS AGREEMENT FOR PROFESSIONAL SERVICES TO EVALUATE, TEST AND IMPLEMENT ELECTRONIC DEVELOPMENT AND PERMIT TRACKING SYSTEM (the "Agreement") is entered into as of the Effective Date by and between the County of Los Angeles ("County") and Attevo Corporation, an Ohio corporation located at 1940 East 6th Street, Suite 200, Cleveland, Ohio 44114 ("Contractor").

WHEREAS, County desires to employ a contractor to assist in the testing and implementation of a web-based electronic development and permit tracking system (eDAPTS) that will integrate the land development and permitting processes of the Building and Safety, Construction, Environmental Programs, Geotechnical and Materials Engineering, and Land Development Divisions within the County's Department of Public Works (the "Department");

WHEREAS, California Government Code Section 31000 permits the County Board of Supervisors to contract for special services with persons specially trained and experienced to perform the services;

WHEREAS, Contractor is an approved partner of Accela Corporation ("Accela") the developer of Kiva DMS (aka eDAPTS), and possesses the necessary special skills, knowledge and technical competence and sufficient staffing to assist the Department in managing, testing and implementing the next critical phase of eDAPTS;

WHEREAS, Contractor is willing to accept responsibility for performing the services set forth herein for the compensation and in accordance with the terms and conditions set forth herein; and

WHEREAS, County and Contractor desire to enter into this Agreement for professional services to assist in the managing, testing and implementing the next critical phase of eDAPTS.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1. AGREEMENT AND INTERPRETATION.

- 1.1 Agreement. This base document along with Exhibits A through I and any schedules attached hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.
- 1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Task, subtask, Deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits according to the following priority:

- 1.2.1. Exhibit A – Additional Terms and Conditions
- 1.2.2. Exhibit B – Statement of Work
- 1.2.3. Exhibit C – Price and Schedule of Payments
- 1.2.4. Exhibit D – Third Party Software
- 1.2.5. Exhibit E – Sample Subcontract [Omitted]
- 1.2.6. Exhibit F – Contractor's Employee Acknowledgement, Confidentiality & Assignment of Rights
- 1.2.7. Exhibit G – Task/Deliverable Acceptance Certificate
- 1.2.8. Exhibit H – Internal Revenue Service Notice 1015
- 1.2.9. Exhibit I – Safely Surrendered Baby Law Fact Sheet
- 1.2.10. Exhibit J – Contractor's Proposal [Omitted]
- 1.2.11. Exhibit K – County's Invitation for Bids [Omitted]
- 1.3 Additional Terms and Conditions. Without limiting the generality of Paragraph 1.1 (Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.
- 1.4 Construction. The words “herein”, “hereof”, and “hereunder” and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and Schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words “including”, “for example”, “e.g.”, “such as”, “etc.”, or any derivation of such words, such examples are intended to be illustrative and not limiting.
- 2. **DEFINITIONS.** The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Agreement.
 - 2.1. “Agreement” has the meaning set forth in Paragraph 1.1 (Agreement).
 - 2.2. “Board” means the Los Angeles County Board of Supervisors.
 - 2.3. “Contractor” has the meaning set forth in the Recitals.

- 2.4. “Contractor Hearing Board” has the meaning set forth in the then current Chapter 2.202.020 of Los Angeles County Code.
- 2.5. “Contractor Project Director” has the meaning set forth in Paragraph 4.1 (Contractor Project Director).
- 2.6. “Contractor Project Manager” has the meaning set forth in Paragraph 4.2 (Contractor Project Manager).
- 2.7. “County” has the meaning set forth in the Recitals.
- 2.8. “County Project Director” has the meaning set forth in Paragraph 3.1 (County Project Director).
- 2.9. “County Project Manager” has the meaning set forth in Paragraph 3.2 (County Project Manager).
- 2.10. “Deficiencies” shall mean and include defect(s) in any of the Work relating to design, materials, or workmanship; error(s); omission(s); deviation(s) from published or mutually agreed upon standards or any of the Specifications; or other problem(s) which result in the Work not complying with the provisions of this Agreement.
- 2.11. “Deliverable” means a service, product, or goods to be provided by Contractor to County under this Agreement and identified as a numbered Deliverable in the SOW.
- 2.12. “Department” has the meaning set forth in the Recitals.
- 2.13. “Deputy Director” means a Deputy Director of the Los Angeles County Department of Public Works.
- 2.14. “Director” means the Director of the Los Angeles County Department of Public Works, or his designee.
- 2.15. “Documentation” means any and all written materials, including user manuals, quick-reference guides, FAQs, training materials, testing protocols, methodologies, Specifications, and system designs and system design reviews that support the use and execution of eDAPTS.
- 2.16. “eDAPTS” has the meaning set forth in the Recitals.
- 2.17. “Effective Date” means the date the Agreement is executed by all parties and approved by the Board.
- 2.18. “Final Acceptance” has the meaning set forth in Paragraph 5.2.2 (Final Acceptance).

- 2.19. "Final Acceptance Date" has the meaning set forth in Paragraph 5.2.2 (Final Acceptance).
- 2.20. "Holdback Amount" has the meaning set forth in Paragraph 10.7 (Holdbacks).
- 2.21. "Notice to Proceed" has the meaning set forth in Paragraph 5.2.2 (Phase II).
- 2.22. "Maximum Contract Sum" has the meaning set forth in Paragraph 8 (Prices and Fees).
- 2.23. "Phase I" has the meaning set forth in Paragraph 5.2.1 (Phase I).
- 2.24. "Phase I Completion Date" has the meaning set forth in Paragraph 5.2.1 (Phase I).
- 2.25. "Phase II" has the meaning set forth in Paragraph 5.2.2 (Phase II).
- 2.26. Project Start" means the first workday the Contractor is physically at the Department's location to begin Work, or 14 calendar days after the Effective Date, whichever date occurs first.
- 2.27. "Specifications" means the specifications for services to assist in the management, testing and implementation of eDAPTS as set forth in this Agreement, the SOW, the Documentation, and any approved Change Order.
- 2.28. "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement.
- 2.29. "System Software" means the computer programs, including Third Party Software, conceived, created, or developed by Contractor in furtherance of all of Contractor's obligations pursuant to this Agreement, including any and all extensions and components provided from time to time.
- 2.30. "Tasks" means one or more major areas of work to be performed under this Agreement and identified as a numbered Task in the SOW.
- 2.31. "Tax" and "Taxes" means governmental fees (including, license, filing and registration fees) and all taxes (including, franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.
- 2.32. "Term" has the meaning set forth in Paragraph 7 (Term).
- 2.33. "Third Party Software" has the meaning set forth in Paragraph 12 (Third Party Software).
- 2.34. "Work" means any and all Tasks, subtasks, Deliverables, goods, and other services performed by or on behalf of Contractor to assist in the management,

testing and implementation of eDAPTS, including the work required pursuant to this Agreement, the SOW, and all the Exhibits, Change Orders, and amendments hereto.

3. ADMINISTRATION OF AGREEMENT – COUNTY.

3.1 County Project Director.

3.1.1. County Project Director for this Agreement shall be the following person:

John Kelly
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

Telephone: (626) 458-4012
Fax: (626) 458-4022
E-mail: jkelly@ladpw.org

3.1.2. County will notify Contractor in writing of any change in County Project Director.

3.1.3. Except as set forth in Paragraph 6 (Change Notices and Amendments) of this Agreement County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

3.1.4. County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

3.2 County Project Manager.

3.2.1. County Project Manager for this Agreement shall be the following person:

Nelson Nelson
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

Telephone: (626) 458-4140
Fax: (626) 458-4022
E-mail: nnelson@ladpw.org

3.2.2. County shall notify Contractor in writing of any change in the name or address of County Project Manager.

- 3.2.3. County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement.
 - 3.2.4. County Project Manager shall interface with Contractor Project Manager on a regular basis.
 - 3.2.5. County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.
 - 3.2.6. County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.
 - 3.2.7. County reserves the right to consolidate the duties of County Project Director, which duties are enumerated in Paragraph 3.1 (County Project Director), and the duties of County Project Manager, which duties are enumerated in this Paragraph 3.2 (County Project Manager), into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Agreement. County will notify Contractor no later than five (5) days prior to exercising its rights pursuant to this Paragraph 3.2.7.
- 3.3 County Personnel. All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

4. ADMINISTRATION OF AGREEMENT – CONTRACTOR.

4.1 Contractor Project Director.

- 4.1.1. Contractor Project Director shall be the following person:

[Kindra Helm]

- 4.1.2. Contractor Project Director shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with this Agreement.
- 4.1.3. From the Effective Date through December 29, 2006, Contractor Project Director shall be available to meet and confer with County Project Director (or such person as the County Project Director shall designate) upon twenty-four (24) hours notice, in person or by phone, to review project progress, discuss project coordination and arrange for the correction of Deficiencies; thereafter, Contractor Project Director shall be available to meet and confer with County Project Director on such

schedule as may be requested by County Project Director as County Project Director shall determine in his or her discretion.

4.2 Contractor Project Manager.

- 4.2.1. The Contractor Project Manager shall be the following person who shall be a full-time employee of Contractor:

Richard Grier _____]

- 4.2.2. Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Paragraph 4.4 (Reports by Contractor).
- 4.2.3. From the Effective Date through February 28, 2007, Contractor Project Manager shall be available to meet and confer with County Project Manager (or such other person as County Project Manager shall designate) upon twenty-four (24) hours notice, in person or by phone; thereafter, Contractor Project Manager shall be available to meet and confer with County Project Manager on such schedule as may be requested by County Project Manager as County Project Manager shall determine in his or her discretion.

4.3 Approval of Contractor's Staff.

- 4.3.1. In fulfillment of its responsibilities under this Agreement, Contractor shall utilize, and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, tasks, and subtasks required by this Agreement. Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.
- 4.3.2. County has the absolute right to approve or disapprove each member or proposed member of Contractor's key staff, including Contractor's Project Manager, prior to and during his/her performance of any work hereunder and prior to any proposed changes in Contractor's key staff, including Contractor's Project Manager or any lead member of Contractor's project team. County's Project Director may require the replacement of any member of Contractor's staff performing, or offering to perform, work hereunder, including, but not limited to, Contractor's key staff. Such County requested changes shall occur within fifteen (15) days of County's request. Contractor shall provide County's Project Director with resumes of all proposed key staff substitutions and shall make such staff available for interview by County upon request of County's Project Director. Contractor shall provide fifteen (15) days advance notice of any Contractor-initiated key staff changes.

- 4.3.3. Contractor also represents and warrants that it shall, to the maximum extent possible, take all necessary steps to ensure continuity over time of the membership of the group constituting Contractor's Staff, including, but not limited to, Contractor's Project Manager. Contractor shall promptly fill any staff vacancy with personnel having qualifications at least equivalent to those of the staff member(s) being replaced.

In the event Contractor should ever need to remove any key staff from performing work under this Agreement, Contractor shall provide County with adequate notice and work on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity.

- 4.3.4. The following persons have been identified by Contractor as the lead members of its Project Team and are hereby approved as of the Effective Date by County in the following roles:

<u>Name</u>	<u>Position</u>
Joel McGahen	Data & System Architect
Steve Cunningham	Manager & Testing
Ed Cardenas	GIS

- 4.3.5. Contractor shall be responsible for any additional costs incurred by the replacement of personnel pursuant to Paragraphs 4.3.2 and 4.3.3 above. In no event shall such an occurrence result in an increase in compensation to be paid by County under this Agreement.

- 4.4 Reports by Contractor. In order to control expenditures and to ensure the reporting of all tasks, subtasks, deliverables, goods, services, and other work provided by Contractor, Contractor shall provide to County's Project Director with monthly written reports as described in Exhibit B (Statement of Work), which shall include, but not be limited to, the following information:

- (1) Period covered by the report.
- (2) Summary of project status as of reporting date.
- (3) Tasks, subtasks, deliverables, goods, services, and other work scheduled for the reporting period, which were not completed.
- (4) Tasks, subtasks, deliverables, goods, services, and other work for the reporting period which were completed.
- (5) Tasks, subtasks, deliverables, goods, services, and other work completed in the reporting period which were not scheduled.

- (6) Tasks, subtasks, deliverables, goods, services, and other work to be completed in the next reporting period.
- (7) Issues to be resolved.
- (8) A list of outstanding issues and draft documents and a current status of those documents.

5. WORK; APPROVAL AND ACCEPTANCE.

5.1 General. Upon completion of particular Tasks, including all applicable subtasks, Deliverables, goods, services, and other Work to be provided by Contractor pursuant to this Agreement, including the Statement of Work and any executed Change Order, Contractor shall submit a Task/Deliverable Acceptance Certificate in the form attached as Exhibit G (Task/Deliverable Acceptance Certificate) to County Project Director, together with any supporting documentation reasonably requested by County, for County Project Director's written approval. Contractor acknowledges that notwithstanding anything herein to the contrary it must complete all Work required to complete and deliver to County services and reports in the assistance to manage, test and implement eDAPTS. All Work shall be completed in a timely manner and in accordance with the requirements and Specifications set forth in the SOW, and must have the written approval of County Project Director, as evidenced by County Project Director's countersignature to the applicable Task/Deliverable Acceptance Certificate. In no event shall County be liable or responsible for payment respecting a particular Task prior to execution of the Task/Deliverable Acceptance Certificate for such Task.

5.2 Specific Approval and Acceptance.

5.2.1. Phase I. Contractor shall complete Phase I (as such term is defined in the Exhibit B (Statement of Work)) of this Agreement within two months of the delivery of Accela's 8.1 version of their Kiva software to the County. Contractor shall achieve completion of Phase I upon successful completion of all the following: (a) its completion and delivery of all Tasks and Deliverables associated with Phase I requirements (including analyzing, testing, submitting reports, and implementing adopted recommendations) set forth in Exhibit B (Statement of Work); (b) successful implementation of all functions and features have been verified by Contractor; (c) County Project Director has provided Contractor with written approval, as evidenced by County Project Director's countersignature on all applicable Task/Deliverable Acceptance Certificates (including the Task/Deliverable Acceptance Certificate applicable to Phase I), of all such Work (the date of satisfaction of the foregoing, including written approval thereof shall be referred to as the "Phase I Completion Date").

5.2.2. Final Acceptance. Work shall not begin on Phase II (as such term is defined in Exhibit B (Statement of Work)) until completion of Phase I and confirmation of the successful testing of the Kiva 8.1 release. County shall issue a Notice to Proceed to Contractor within 14 days of the Phase I Completion Date directing Contractor to begin Work on Phase II before Contractor is authorized to begin any of the Phase II Work specified in Exhibit B (Statement of Work). Contractor shall achieve Final Acceptance of Phase II within seven months of the delivery of Accela's 8.1 version of their Kiva software to the County provided that such date may be extended in accordance with Paragraph 6 (Change Notices and Amendments). Contractor shall achieve Final Acceptance of Phase II upon successful completion of all the following: (a) successful completion and delivery of all Tasks, subtasks, Deliverables, goods, services, and testing protocols associated with the Final Acceptance requirements of Phase II set forth in Exhibit B (Statement of Work); (b) successful implementation of all functions and features of all phases and successful achievement of all testing protocols have been verified by Contractor; (c) County Project Director has provided Contractor with written approval, as evidenced by County Project Director's countersignature on all applicable Task/Deliverable Acceptance Certificates, of all such Work; and (d) County Project Director has provided Contractor with written approval, as evidenced by County Project Director's countersignature on the applicable Task/Deliverable Acceptance Certificate, of Contractor's achievement of Final Acceptance of Phase II (the date of satisfaction of the foregoing, including written approval thereof shall be referred to as the "Final Acceptance Date").

6. **CHANGE NOTICES AND AMENDMENTS.** No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Paragraph 6 (Change Notices and Amendments).

6.1 General. County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

6.1.1. For any change that does not materially affect the scope of Work, period of performance, payments, or any other term or condition included under this Agreement, a Change Order shall be executed by both County Project Director and Contractor Project Director.

6.1.2. For any change that materially affects any term or condition in this Agreement, then a negotiated amendment to this Agreement shall be executed by the Board and Contractor.

6.1.3. Notwithstanding any other provision of this Paragraph 6 (Change Notices and Amendments) or Paragraph 6 (Termination for Convenience) of

Exhibit A (Additional Terms and Conditions), the Director shall take all appropriate action to carry out any orders of the Board relating to this Agreement, and, for this purpose, the Director is authorized to: (i) issue written notice(s) of partial or total termination or suspension of this Agreement pursuant to Paragraph 6 (Termination for Convenience; Suspension) of Exhibit A (Additional Terms and Conditions) without further action by the Board and/or (ii) prepare and sign Amendments to this Agreement which reduce the Statement of Work and the Maximum Contract Sum without further action by the Board.

- (i) Such notices of partial or total termination shall be authorized under the following conditions:
 - (A) Notices shall be in compliance with all applicable federal, state, and County laws, rules, regulations, ordinances, guidelines, and directives.
 - (B) Director shall obtain approval of County Counsel for any notice.
 - (C) Director shall file a copy of all notices with the Executive Office of the Board within fifteen (15) days after execution of each notice.
- (ii) Such amendments shall be authorized under the following conditions:
 - (A) Notices shall be in compliance with all applicable federal, state, and County laws, rules, regulations, ordinances, guidelines, and directives.
 - (B) The Board has appropriated sufficient funds for purposes of such Amendments.
 - (C) Director shall obtain approval of County Counsel for any notice.
- (iii) Director shall file a copy of all amendments with the Executive Office of the Board within fifteen (15) days after execution of each amendment.

6.2 Change Order. Any “Change Order” proposed or executed by the parties shall include, unless waived by County Project Director:

- 6.2.1. a quotation of a “not to exceed” price for completion and delivery of the requested Work, including proposed Tasks and Deliverable completion schedule and a monthly budget of anticipated expenditures;

- 6.2.2. an accounting of the cost savings to be realized by County from the nonperformance of any Work that is to be supplanted by the Work to be performed under the Change Order;
 - 6.2.3. Contractor staff level recommended for completion of the applicable Work;
 - 6.2.4. estimated personnel hours for completion of the requested Work;
 - 6.2.5. final delivery date for completed Work, including any post-delivery acceptance period as may be applicable;
 - 6.2.6. if applicable, a revised Task and Deliverable completion schedule under the SOW for the remaining Work (i.e., other than the Work requested under the Change Order); and
 - 6.2.7. a description of and Contractor's cost of any applicable hardware, Third Party Software, or other materials required to complete the requested Work.
- 6.3 Duration of Contractor's Change Order Price Quotation. Contractor's quotations under the proposed Change Order, including the "not to exceed price" under Paragraph 6.2.1, shall be valid for ninety (90) days from the date of its submission.
- 6.4 Change Order Dispute Resolution. In the event the parties fail to agree on the amount to be paid by County for the Work requested pursuant to a Change Order, County may, upon notice to Contractor, elect to direct Contractor to commence performing such Work (and Contractor agrees to commence performing such Work) and resolve the dispute over amounts owed to Contractor in accordance with the Dispute Resolution Procedure. To give effect to the preceding sentence, however, County agrees to pay and will pay the undisputed portion of such fees in accordance with the procedures set forth in Paragraph 5.1 (General) and Paragraph 10 (Invoices and Payments).
- 6.5 Change Order Audit. County is entitled to audit, in accordance with Paragraph 40 (Records and Audits) of Exhibit A (Additional Terms and Conditions), Contractor's compliance with Paragraph 6.2 (Change Order) in respect of Work performed pursuant to a Change Order.
7. **TERM.** The term of this Agreement shall commence upon the Effective Date and shall continue in full force and effect until County has accepted all Deliverables required under this Agreement, unless sooner terminated or extended, in whole or in part, as provided in this Agreement ("Term").

8. PRICES AND FEES.

8.1 General. Attached to this Agreement as Exhibit C (Price and Schedule of Payments) is a schedule of all fees applicable to this Agreement, along with a payment schedule for completion of Work beginning on the Effective Date and continuing through the Term.

8.2 Maximum Contract Sum. The "Maximum Contract Sum" under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, deliverables, goods, services and other work specified under this Agreement. All work completed by Contractor must be approved in writing by County. If County does not approve work in writing, no payment shall be due to Contractor for that work. Notwithstanding such limitation of funds, Contractor shall satisfactorily perform and complete all work required of Contractor under this Agreement.

The Maximum Contract Sum for this Agreement, including all applicable taxes, authorized by County hereunder, shall not exceed Three Hundred Thirty-Six Thousand, Five Hundred Thirteen Dollars (\$336,513).

8.3 Delivery of Goods; Taxes.

8.3.1. Delivery of Goods; Taxes. The fees set forth in Exhibit B (Schedule of Payments) shall include applicable California and other State and local sales/use Taxes on all Tasks, subtasks, goods, services, and other Work procured by County pursuant to or otherwise due as a result of this Agreement. All California sales/use Taxes shall be paid directly by Contractor to the State or other taxing authority. Contractor shall be solely liable and responsible for any and all California and other State and local sales/use Taxes billed by Contractor to County and paid by County to Contractor in accordance with this Agreement. In the event Contractor fails to pay such California or any other State or local sales/use Tax and such Taxes have been paid by County to Contractor, Contractor shall reimburse County for any and all Tax amounts paid by County as a result of such failure and any attorneys' fees, including costs, associated therewith. In addition, Contractor shall be solely responsible for all Taxes based on Contractor's income or gross revenue, or personal property Taxes levied or assessed on Contractor's personal property to which County does not hold title.

9. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS. Notwithstanding any other provision of this Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination

shall be deemed a termination for convenience pursuant to Paragraph 6 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions). County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

10. INVOICES AND PAYMENTS.

10.1 Approval of Invoices. All invoices submitted by Contractor for payment must have the written approval of County Project Director, as evidenced by County Project Director's countersignature to the applicable Task/Deliverable Acceptance Certificate, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.

10.2 Submission of Invoices. Contractor shall invoice County upon completion of Tasks, subtasks, Deliverables, goods and services and other Work which are specified in this Agreement, Exhibit B (Statement of Work), Exhibit C (Price and Schedule of Payments), and any future Change Orders, as applicable, and which have been approved in writing by County pursuant to Paragraph 4.3 (Work; Approval and Acceptance). Contractor agrees not to submit any invoice for payment until County has approved in writing the Work for which payment is claimed. All invoices and supporting documents under this Agreement shall be submitted in duplicate to the following address:

Accounts Payable Section
Attn: Kit Bagnell
County of Los Angeles Department of Public Works
Fiscal Division, 7th Floor
P.O. Box 1460
Alhambra, CA 91802-1460

10.3 Detail. Each invoice submitted by Contractor shall include:

10.3.1. The Tasks, subtasks, Deliverables, goods, services, or other Work as described in Exhibit B (Statement of Work), Exhibit C (Price and Schedule of Payments), and any Change Order, as applicable, for which payment is claimed.

10.3.2. A copy of all applicable Task/Deliverable Acceptance Certificates.

10.3.3. Indication of the applicable Holdback Amount and the cumulative Holdback Amount accrued under the Agreement.

10.4 No Partial or Progress Payments. Contractor shall be entitled to payment in respect of a Task or Deliverable, or other Work, only upon successful completion by Contractor and approval by County of such Task or Deliverable, or other Work. No partial or progress payments towards anticipated or substantial completion of Tasks or Deliverables, or other Work, will be made under this Agreement.

- 10.5 Invoice Discrepancy Report. County Project Director or County Project Director's designee shall review all invoices for any discrepancies and provide an "Invoice Discrepancy Report" (or "IDR"), orally or in writing, to Contractor within thirty (30) days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and issue a corrected invoice or send a written explanation detailing the basis for the charges within ten (10) days of receipt of the IDR from County Project Director or County Project Director's designee. If County Project Director or County Project Director's designee does not receive a written response within ten (10) days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges.
- 10.6 County's Right to Withhold. In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.
- 10.7 Holdbacks. County will hold back ten percent (10%) of the amount of each invoice approved by County pursuant to Paragraph 10 (Invoices and Payments)(the "Holdback Amount"). The cumulative amount of such holdbacks shall be due and payable to Contractor (i) upon Phase I Completion Date for Phase I pay items, and (ii) upon Final Acceptance for Phase II pay items, subject to adjustment for any amounts arising under this Agreement owed to County by Contractor, including, but not limited to, any amounts arising from Paragraphs 10.5 (Invoice Discrepancy Report), 10.6 (County's Right to Withhold) and any partial termination of any Task, Subtask or Deliverable set forth in the Statement of Work as provided hereunder.

11. PROPRIETARY CONSIDERATIONS.

- 11.1 County Materials. Contractor and County agree that all materials, designs, specifications, techniques, plans, reports, deliverables, data, and any other information developed under this Agreement and all copyright, patent, trade secret and other proprietary rights therein, shall be the sole property of County (hereafter in this Paragraph 11, collectively, "County Materials"). Contractor hereby assigns and transfers to County all Contractor's right, title and interest in and to all such County Materials developed under this Agreement.

Notwithstanding such County ownership in the County Materials, Contractor may retain possession of all working papers prepared by Contractor under this Agreement. During and for a minimum of five (5) years subsequent to the term of this Agreement, County shall have the right to inspect any and all such working papers, make copies thereof and use the working papers and the information contained therein.

- 11.2 Transfer to County. Upon request of County, Contractor shall execute all documents requested by County and shall perform all other acts requested by

County to assign and transfer to, and vest in County, all Contractor's right, title and interest in and to the County Materials, including, but not limited to, all copyright, patent and trade secret rights. County shall have the right to register all copyrights and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's right, title and interest, including, but not limited to, copyrights and patents, in and to the County Materials.

- 11.3 Copyright Notices. Contractor shall affix the following notice to all County Materials: "© Copyright 2006 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor shall affix such notice: (1) at the beginning and at the end of all source code, such that on storage media and on printouts, the notice appears with or near the title of each program; (2) continuously on all sign-on display screens; (3) on the title page of all system and user documentation; and (4) as otherwise may be directed by County.

- 11.4 Contractor's Obligations. Contractor shall protect the security of and keep confidential all County Materials obtained or produced under this Agreement. Further, Contractor shall use whatever security measures are necessary to protect all such County Materials from loss or damage by any cause, including fire and theft.

Contractor shall not reproduce, distribute or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness or problem regarding data security in County's computer systems, or to any safeguard, countermeasure or contingency plan, policy or procedure for data security contemplated or implemented by County without County's prior written consent.

During the term of this Agreement and for five (5) years thereafter, Contractor shall also maintain and provide security for all Contractor's working papers prepared under this Agreement.

- 11.5 Proprietary and Confidential. Any and all materials developed or originally acquired by Contractor outside the scope of this Agreement, (hereinafter "Contractor Materials") which Contractor desires to use hereunder and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL" on each appropriate page of any document containing such Contractor Materials.

- 11.6 County's Rights and Obligations. County shall protect the security and keep confidential, to the extent possible, as permitted by law, Contractor Materials that are proprietary and/or confidential. County agrees not to reproduce, distribute, or disclose to any non-County entities any such Contractor Materials that are proprietary and/or confidential without the prior written consent of Contractor,

except as required by law or as specifically permitted pursuant to this Agreement. Notwithstanding the foregoing, it is expressly agreed that County may reproduce, distribute or disclose such proprietary and/or confidential Contractor Materials without Contractor's consent to other governmental or public agencies within Los Angeles County, provided that County acquires consent of such governmental or public agencies to the same obligations assumed by County to protect and keep confidential such Contractor Materials. Further, County shall use whatever security measures are reasonably necessary to protect all such Contractor's Materials from loss or damage by any cause, including, but not limited to, fire and theft.

11.7 No Obligation by County. Notwithstanding any other provision of this Agreement, County shall not be obligated to Contractor in any way under this Agreement for disclosure of:

- (1) Any of Contractor Materials that are proprietary and/or confidential which are not plainly and prominently marked with restrictive legends as required pursuant to Paragraph 11.5 (Proprietary and Confidential);
- (2) Any County Materials covered under Paragraph 11.3 (Copyright Notices); or
- (3) Any materials, which County is required to make under the California Public Records Act or otherwise by law.

11.8 Survival. The provisions of this Paragraph 11 (Proprietary Considerations) shall survive the expiration or termination of this Agreement.

12. THIRD PARTY SOFTWARE.

12.1. Contractor hereby represents and warrants that none of the System Software other than the third party software as specified in Exhibit D (Third Party Software), is owned by third parties (the "Third Party Software"). Contractor represents and warrants that it has not modified and shall not modify, nor does Contractor have any need to modify, Third Party Software in order for the System Software to fully perform in accordance with all requirements of this Agreement. Contractor represents and warrants that all Third Party Software is provided to County in the same unmodified form as received by Contractor from the applicable third party. Contractor represents and warrants that Third Party Software shall, together with the remainder of the System Software, fully satisfy all requirements of the Agreement without the need for any modification of Third Party Software by Contractor or otherwise.

12.2. County acknowledges that it may have to execute certain third party license agreements in respect of such Third Party Software. These third party license agreements shall be at no additional cost to County. To the extent that any such third party license agreement conflicts with this Agreement or in any way restricts County's full use and enjoyment of the System Software as contemplated herein,

Contractor shall take all necessary action and pay all sums required for County fully to enjoy all the rights and benefits in respect of the System Software granted under this Agreement. Contractor shall promptly and at no cost to County, either: (1) obtain a license from the appropriate third party which shall enable Contractor to modify such Third Party Software, and Contractor shall provide all necessary modifications, or (2) to the extent that Contractor is unable to obtain such a license, provide an update or alternative solution, which is functionally equivalent, in the sole determination of Contractor Project Manager and County Project Manager, in lieu of modifying such Third Party Software.

13. **CONTRACTOR'S OFFICES.** Contractor's business offices are located at 1940 E. 6th Street, Suite 200, Cleveland, Ohio 44114. Contractor shall notify County of any change in its business address at least ten (10) calendar days prior to the effective date thereof.
14. **NOTICES.** All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (1) by hand with signed receipt, (2) by first-class registered or certified mail, postage prepaid, (3) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid, or (4) by overnight commercial carrier, with signed receipt. Notices is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice in accordance with the procedures set forth above, to the other party.

To County:

John Kelly
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460
Telephone: (626) 458-4012
Fax: (626) 458-4022
E-mail: jkellyi@ladpw.org

with a copy to:

County Counsel, Los Angeles County
500 West Temple Street
Los Angeles, CA 90012
Attention: Jose Silva, Esq.
Facsimile: (213) 617-7182

To Contractor:

ATTEVO, Inc.

Attention: Kindra Helm

1940 East 6th Street, Suite 200

Cleveland, OH 44114

Facsimile: 216-928-2801

County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

15. **ARM'S LENGTH NEGOTIATIONS.** This Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.
16. **SURVIVAL.** The following Paragraphs of this Agreement shall survive its expiration or termination for any reason: 1, 2, 7, 8, 9, 10, 12, 14, 15, and 16, and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

[Intentionally Left Blank]

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Mayor and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its authorized officer, effective as of the date approved by such Board.

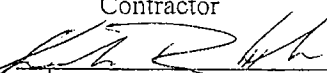
COUNTY OF LOS ANGELES

By _____
Mayor, Los Angeles County

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

Contractor
Signed: 
Printed: Kindra Helm
Title: ATEVO Practice Director

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

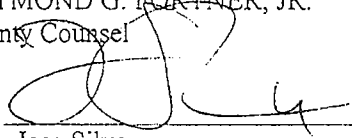
By 
Jose Silva
Principal Deputy County Counsel

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

EXHIBIT A
ADDITIONAL TERMS AND CONDITIONS
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ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions) shall have the meanings given to such terms in the base document of the Agreement.

1. SUBCONTRACTING

- 1.1. General. County has relied, in entering into the Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in this Paragraph 1 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this Paragraph 1 (Subcontracting), shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.
- 1.2. Procedure for Subcontracting. If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Agreement to any subcontractor, Contractor shall adhere to the following procedures:
 - 1.2.1. Contractor shall notify County Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract and a description of the Work to be performed under the proposed subcontract.
 - 1.2.2. A certificate of insurance from the proposed subcontractor, which establishes that the subcontractor maintains all the programs of insurance required by the Agreement or required by Exhibit E (Sample Subcontract).
 - 1.2.3. A draft copy of the proposed subcontract, which shall contain, at a minimum, the provisions set forth in Exhibit E (Sample Subcontract). The provisions of Exhibit E (Sample Subcontract), or of any approved subcontract agreement between Contractor and a third party may be changed or amended, as applicable, only with the prior written approval of County Project Director, which approval shall not be unreasonably withheld; and

- 1.2.4. Any other information and/or certifications reasonably requested by County.

County will review Contractor's request to subcontract and determine, in its reasonable discretion, whether or not to consent to such request on an individual basis. Without limiting, in any way, County's prior approval rights, Contractor shall deliver to County Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph 1.2 on or immediately after the effective date of the subcontract but in no event later than the date any Work is performed under the subcontract.

- 1.2.5. Contractor shall obtain an executed Subcontractor Employee Acknowledgment, Confidentiality & Assignment of Rights (Exhibit E.4 attached to Exhibit E (Sample Subcontract)) for each of subcontractor's employees performing Work under the subcontract. Such agreements shall be delivered to County Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

1.3. Contractor Responsibilities

- 1.3.1. Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, whether performed by Contractor or by any subcontractor, including the obligation properly to supervise, coordinate, and perform all Work required hereunder and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit, in any way, Contractor's performance, obligations, including Contractor's indemnification obligations or responsibilities to County.
- 1.3.2. In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all subcontractor personnel providing services under such subcontract.
- 1.3.3. In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors, and administrators, to assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions of the Agreement and any amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.

- 1.3.4. Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

2. DISPUTE RESOLUTION PROCEDURE

- 2.1. Contractor and County agree to act immediately to mutually resolve any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Paragraph 2 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.
- 2.2. Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, that County, in its discretion, determines should be delayed as a result of such dispute.
- 2.3. If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs, which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform, shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.
- 2.4. If County fails to continue without delay to perform its responsibilities under the Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.
- 2.5. In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

- 2.6. If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) business days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 2.7. If County's Project Director is unable to resolve the dispute within a reasonable time, not to exceed five (5) business days from the date of submission of the dispute, then the matter shall be immediately submitted to the Public Works Chief Information Officer. This person shall have five (5) business days to attempt to resolve the dispute.
- 2.8. If Contractor's Project Director and Public Works Chief Information Officer, are unable to resolve the dispute within a reasonable time, not to exceed five (5) business days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president and the Director, but not to Director's designee. These persons shall have five (5) business days to attempt to resolve the dispute.
- 2.9. In the event that at these levels there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.
- 2.10. All disputes utilizing the Dispute Resolution Procedures shall be documented, in writing, by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Paragraph 2 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by a face-to-face meeting, by telephone, or in writing by exchange of correspondence.
- 2.11. Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Paragraph 3.4 (Injunctive Relief) of this Exhibit, or pursuant to Paragraph 4 (Termination for Insolvency), Paragraph 5 (Termination for Default), Paragraph 6 (Termination for Convenience; Suspension), or Paragraph 7 (Termination for Improper Consideration) of this Exhibit, or any other termination provision hereunder shall not be subject to the Dispute Resolution Procedures. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3. CONFIDENTIALITY

3.1. General. Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable Federal, State, and local laws, regulations, ordinances, guidelines, and directives relating to confidentiality. In addition, Contractor shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in County's computer systems, or to any safeguard, countermeasure, contingency plan, policy, or procedure for data security contemplated or implemented by County without County's prior written consent. Contractor shall inform all of its directors, officers, shareholders, employees, and agents providing services hereunder of the confidentiality provisions of the Agreement. Contractor shall provide to County an executed Contractor's Employee Acknowledgment, Confidentiality & Assignment of Rights (Exhibit F to the Agreement) for each of its employees performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to whom Contractor discloses such Confidential Information.

3.2. Disclosure of Information

3.2.1. In the performance of this Agreement or in contemplation thereof, the parties and their respective employees and agents may have access to private or Confidential Information and trade secrets owned or controlled by the other party and such information may contain proprietary details and disclosures. All information and data shall be plainly and prominently marked with restrictive legends identifying such information and data as proprietary or confidential by either party (Confidential Information).

3.2.2. With respect to any Confidential Information obtained by Contractor pursuant to the Agreement, Contractor shall: (1) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (2) promptly transmit to County all requests for disclosure of any such records or information; (3) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is,

releasable; and (4) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

3.2.3. Without limiting the generality of Paragraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.3. Use of County Name. In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor and subcontractors from publishing their respective roles under the Agreement within the following conditions:

3.3.1. Contractor shall develop all publicity material in a professional manner.

3.3.2. During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County Project Director, which shall not be unreasonably withheld or delayed.

3.3.3. Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Paragraph 3.3 (Use of County Name) shall apply.

3.3.4. Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.

3.4. Injunctive Relief. Contractor acknowledges that a breach by Contractor of this Paragraph 3 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages. In

addition to County's other rights under the Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Paragraph 3 (Confidentiality).

4. TERMINATION FOR INSOLVENCY

- 4.1. County may terminate the Agreement immediately at any time following the occurrence of any of the following:
 - 4.1.1. Contractor has ceased to pay or has admitted, in writing, its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;
 - 4.1.2. The filing of a voluntary or involuntary petition, which involuntary petition is not dismissed within sixty (60) days, regarding Contractor under the United States Bankruptcy Code;
 - 4.1.3. The appointment of a receiver or trustee for Contractor; or
 - 4.1.4. The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.
- 4.2. The rights and remedies of County provided in this Paragraph 4 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.
- 4.3. If either Contractor, as debtor-in-possession, or the trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement as provided under section 365(n) of the United States Bankruptcy Code (11 USC Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Agreement. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

5. TERMINATION FOR DEFAULT

- 5.1. Event of Default. County may, upon notice to Contractor, terminate the whole or any part of the Agreement, if Contractor fails to perform or

provide any Task, subtask, Deliverable, goods, service, or other Work within the times specified in the Agreement, or Contractor breaches or fails to perform or comply with any of the other provisions of the Agreement, including the applicable notice and cure periods, if any, no cure period is specified in the Agreement, Contractor shall have ten (10) days following notice from County Project Director specifying such breach or failure to cure prior to termination under this Paragraph 5 (Termination for Default), or such longer period as County Project Director may authorize, in writing, but in no event shall the period, as extended by County Project Director, exceed thirty (30) days, provided that nothing in this Paragraph 5.1 shall in any way limit or modify any rights of County or obligations of Contractor relating to timely performance by Contractor as otherwise set forth in the Agreement.

- 5.2. Deemed Termination for Convenience. If, after County has given notice of termination under the provisions of this Paragraph 5 (Termination for Default) it is determined by County or otherwise that Contractor was not in default under the provisions of this Paragraph 5 (Termination for Default) or that the default was excusable or curable under the provisions of this Paragraph 5 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 6 (Termination for Convenience; Suspension) of this Exhibit except that no additional notice shall be required to effect such termination.
- 5.3. Completion of Work. Without limiting any of County's rights and remedies pursuant to the Agreement, upon the occurrence of any event giving rise to County's rights to terminate the Agreement, in whole or in part, pursuant to this Paragraph 5 (Termination for Default), County may, in lieu of such termination, (a) perform, or cause the performance of, any required correction, remedy any Deficiency, replace any noncomplying Work, or take any other such action as may be reasonably required to promptly remedy such default, and (b) debit Contractor, therefore, at County's direct actual cost of outside labor and materials and County's burdened (including salary, employee benefits, and reimbursement policies) rates for labor. Such debit shall be made against any amounts owed by County to Contractor under the Agreement.

6. TERMINATION FOR CONVENIENCE; SUSPENSION

- 6.1. Termination for Convenience. The Agreement may be terminated, in whole or in part from time to time, by County, in its sole discretion, for whatever reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such

termination become effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after notice.

- 6.2. Nothing in this Paragraph 6 (Termination for Convenience; Suspension) is deemed to prejudice any right of Contractor to make a claim against County in accordance with this Agreement, applicable law, and County procedures for payment for Work performed through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Paragraph 6.2 shall be the only remedy available to Contractor in the event of a termination pursuant to this Paragraph 6 (Termination for Convenience; Suspension) by County.
- 6.3. Suspension. County, at its convenience, and without further liability except as herein specified, may suspend Contractor's performance under this Agreement, in whole or in part, by written notice personally delivered to Contractor specifying the effective date and extent of the suspension.
- 6.3.1. Contractor shall immediately discontinue all services unless otherwise indicated by Director.
- 6.3.2. Upon request of Director, Contractor shall surrender and deliver to Director within seven (7) days from receipt of said request, all requested drawings, designs, specifications, notes, data, reports, estimates, summaries, or other information relative to WCS as may have been accumulated by Contractor, whether complete or in process, for which an invoice has been approved by County pursuant to Paragraph 10.1 (Approval of Invoices) of the base document or for which an agreement for partial payment has been negotiated.
- 6.3.3. In the event the entire Agreement is suspended for longer than three (3) months, County shall pay Contractor demobilization expenses. Demobilization expenses are expenses directly attributable to temporarily suspending the work in progress, including the reasonable and actual cost of suspending any commitments for services not yet complete. County shall not be liable for demobilization expenses if only a portion of the Agreement is suspended.
- 6.3.4. In the event the entire Agreement is suspended for longer than three (3) months and Contractor is directed to remobilize within one calendar year of the effective date of the suspension, County shall pay reasonable and actual remobilization expenses directly attributable to restarting services hereunder, and, at Contractor's option, Contractor and County shall renegotiate Contractor's fees for services remaining under this Agreement. If no agreement as to

expenses and fees can be reached, this Agreement may be terminated for the County's convenience.

6.3.5. In the event the entire Agreement is suspended and the period of suspension exceeds one (1) calendar year, this Agreement may be deemed terminated for the convenience of County at the option of either party upon written notice to the other party.

6.4. No Prejudice; Sole Remedy. Nothing in this Paragraph 6 (Termination for Convenience; Suspension) is deemed to prejudice any right of Contractor to make a claim against County in accordance with this Agreement, applicable law, and County procedures for payment for Work performed through the effective date of suspension or termination. Contractor, however, acknowledges that the rights and remedies set forth in this Paragraph 6.4 shall be the only remedy available to Contractor in the event of a suspension or termination pursuant to this Paragraph 6 (Termination for Convenience; Suspension) by County.

7. TERMINATION FOR IMPROPER CONSIDERATION

- 7.1. County may, upon notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 7.2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 7.3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8. TERMINATION FOR GRATUITIES

County may, by notice to Contractor, terminate the right of Contractor to proceed under the Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by

Contractor, or any agent or representative of Contractor to any officer, employee, or agent of County with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or making of any determinations with respect to the performing of such contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

9. EFFECT OF TERMINATION

9.1. Remedies. In the event that County terminates the Agreement, in whole or in part, as provided in Paragraph 4 (Termination for Insolvency), Paragraph 5 (Termination for Default), Paragraph 6 (Termination for Convenience; Suspension), or Paragraph 7 (Termination for Improper Consideration) of this Exhibit, then:

- 9.1.1. Contractor shall (i) stop performing Work under the Agreement on the date and to the extent specified in such notice, (ii) promptly transfer and deliver to County copies of all completed Work and Work in process in a media reasonably requested by County, and (iii) complete performance of such part of the Work as shall not have been terminated by such notice;
- 9.1.2. Unless County has terminated the Agreement pursuant to Paragraph 6 (Termination for Convenience; Suspension) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;
- 9.1.3. Contractor shall promptly return to County any and all of County's Confidential Information that relates to that portion of the Agreement or Work terminated by County;
- 9.1.4. Contractor shall promptly tender payment to County, and shall continue to tender payment, for any credits to County levied pursuant to Paragraph 10.8 (Credits to County) of the base document, to the extent applicable; and
- 9.1.5. Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.

- 9.2. Remedies Not Exclusive. The rights and remedies of County set forth in this Paragraph 9 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

10. WARRANTY AGAINST CONTINGENT FEES

- 10.1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 10.2. For breach of this warranty, County shall have the right to terminate the Agreement and, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

11. AUTHORIZATION WARRANTY

Contractor hereby represents and warrants that the person executing the Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Agreement, and that all requirements of Contractor have been fulfilled to provide such actual authority.

12. FURTHER WARRANTIES

Contractor represents, warrants, and further covenants and agrees to the following:

- 12.1. Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including Deliverable Documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in the SOW.
- 12.2. All Tasks, subtasks, Deliverables, goods, services, and other Work shall be performed in a timely and professional manner by qualified personnel.
- 12.3. All Documentation developed under the Agreement shall be uniform in appearance.

- 12.4. Contractor shall assign to County to the fullest extent permitted by law or by Agreement and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered by any manufacturer of any Third-Party Software or any other product or service provided hereunder shall fully extend to and be enjoyed by County.

13. INDEMNIFICATION AND INSURANCE

- 13.1. Indemnification. Contractor shall indemnify, defend, and hold harmless County, its districts administered by County, and their elected and appointed officers, employees, and agents (County Indemnitees) from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) in any way arising from, connected with, or related to Contractor's, any subcontractor's, or Contractor's or any subcontractor's agents', employees', officers', directors', shareholders', or subcontractors' acts, errors or omissions. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 13 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County, in writing, which approval shall not be unreasonably withheld or delayed. Contractor shall not, however, without County's prior written approval, accept any settlement or enter a plea of guilty or *nolo contendere* to any charge or claim that results in other than a monetary judgment against County Indemnitees, which monetary judgment shall not exceed Contractor's ability to pay and which shall be paid by Contractor.
- 13.2. Insurance. Without limiting Contractor's obligations of indemnification and defense of County Indemnitees, Contractor shall provide and maintain at its own expense during the Term, and shall require all of its subcontractors to maintain the following programs of insurance covering its operations under the Agreement, as specified in this Paragraph 13. Such insurance shall be provided by insurer(s) satisfactory to County's risk manager, and shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County. Certificates or other evidence of coverage satisfactory to County's risk manager, and evidence of such programs satisfactory to County, shall be delivered to:

County of Los Angeles Department of Public Works
Administrative Services Division
Attention Mr. Scott Smith
900 South Fremont Avenue
Alhambra, CA 91803-1331

on or before the execution of the Agreement by the Board. Such certificates or other evidence shall:

- 13.2.1. Specifically identify the Agreement;
 - 13.2.2. Clearly evidence all coverage required in the Agreement;
 - 13.2.3. Contain express conditions that County is to be given notice by registered mail (i) at least thirty (30) days prior to any termination of any program of insurance or within ten (10) days in the event of nonpayment of premium by Contractor, and (ii) with respect to any modification of any program of insurance, at least thirty (30) days in advance or immediately following Contractor's first receipt of notice of modification to the types or limits of coverage as outlined in this Agreement in the event Contractor receives less than thirty (30) days advance notice of such modification;
 - 13.2.4. Include copies of the additional insured endorsement to the commercial general liability policy, naming all County Indemnitees as insureds for all activities arising from the Agreement; and
 - 13.2.5. Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County Indemnitees or require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 13.3. Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.
- 13.4. Insurance Coverage Requirements for Subcontractors. Without limiting Contractor's indemnification obligations under the Agreement in respect of subcontractors, Contractor shall ensure any and all subcontractors performing services under the Agreement meet the insurance requirements of the Agreement either by:
- 13.4.1. Contractor providing evidence of insurance covering the activities of subcontractors; or

- 13.4.2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

13.5. Liability Insurance. Such insurance shall consist of:

- 13.5.1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with a combined single limit of not less than two million dollars (\$2,000,000) per occurrence. If written with an annual aggregate limit, the above insurance policy limit shall be five (5) times the above required occurrence limit. If the above insurance is written on a claims made form, such insurance shall be endorsed to provide an extended reporting period of not less than five (5) years following the expiration or termination of the Agreement.
- 13.5.2. Comprehensive Auto Liability insurance (written on an ISO policy form CA 00 01 or its equivalent) endorsed for all owned, non-owned, and hired vehicles or coverage for "any auto" with a limit of not less than one million dollars (\$1,000,000) per accident. If the above insurance is written on a claims made form, such insurance shall be endorsed to provide an extended reporting period of not less than five (5) years following the expiration or termination of the Agreement.

- 13.6. Workers' Compensation. Workers' Compensation insurance in an amount and form required by the California Labor Code, or the labor code of any other applicable state, covering all persons performing Work on behalf of Contractor and all risks to such persons under the Agreement. Such insurance shall include employer's liability coverage covering accident and disease. In respect of accident, the limit shall be no less than one million dollars (\$1,000,000) per accident, and in respect of disease, the policy limit shall be no less than one million dollars (\$1,000,000) and one million dollars (\$1,000,000) for each employee.

13.7. Notification of Incidents, Claims, or Suits. Contractor shall report to County:

- 13.7.1. Any accident or incident relating to services performed under the Agreement which involves injury or property damage, which may result in the filing of a claim or lawsuit against

Contractor or County. Such report shall be made in writing within 24 hours of occurrence.

- 13.7.2. Any third-party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under the Agreement. Such report shall be made in writing within 24 hours of the earlier of service of process of such claim or lawsuit or Contractor otherwise has knowledge of such claim or lawsuit.
- 13.7.3. Any injury to a Contractor staff member which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager. Such report shall be made in writing within 24 hours of occurrence.
- 13.7.4. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of the Agreement. Such report shall be made in writing within 24 hours of occurrence.

14. NOTICE OF DELAY

In the event Contractor determines at any time that failure, delay, or inadequacy of performance of any of County's obligations hereunder may prevent or tend to prevent Contractor from completing any of Contractor's obligations in a timely manner or may cause or tend to cause Contractor to incur additional or unanticipated costs or expenses, Contractor shall promptly, following such determination (and without limiting Contractor's obligation of prompt notification, in any event within five (5) days following such determination), notify County Project Director, in writing, which notice shall specify in reasonable detail: (a) any alleged failure, delay, or inadequacy of performance by County and (b) to the best knowledge of Contractor after due inquiry and analysis, the estimated impact of such alleged failure, delay, or inadequacy on the performance of Contractor's obligations, including any estimated delay and any estimated amount of additional or unanticipated costs or expenses that may be incurred (Notice of Delay). Such Notice of Delay, if timely filed, shall be treated as a request by Contractor for a Change Order, or an amendment to the Agreement, as applicable pursuant to Paragraph 6 (Change Notices and Amendments) of the base document. In the event Contractor fails to notify County, in writing, of any alleged failure, delay, or inadequacy of performance of any of County's obligations in a timely manner as set forth in this Paragraph 14 (Notice of Delay), Contractor shall not be entitled to rely upon such alleged failure, delay, or inadequacy of performance for any purpose whatsoever, including as a purported justification for either: (1) claiming that Contractor is entitled to receive any

additional payments from County hereunder, or (2) failing to fulfill any of Contractor's obligations in a timely manner. This Paragraph 14 (Notice of Delay) shall not be interpreted or construed as expanding, in any manner, the financial obligations of County under the Agreement.

15. FORCE MAJEURE

Except with respect to defaults of any subcontractor(s), Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Paragraph 15 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

16. CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 16.1. A responsible Contractor is a contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the Agreement. It is County's policy to conduct business only with responsible contractors.
- 16.2. Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent, if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.
- 16.3. County may debar Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a contract

with County or a nonprofit corporation created by County, (b) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County or engaged in a pattern or practice which negatively reflects on same, (c) committed an act or offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against County or any other public entity.

- 16.4. If there is evidence that Contractor may be subject to debarment, the Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 16.5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 16.6. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 16.7. If a contractor has been debarred for a period longer than five (5) years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 16.8. The Contractor Hearing Board will consider a request for review of a debarment only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least

five (5) years; and (3) the request in writing states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction, debarment period, or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

16.9. These terms shall also apply to subcontractors of County contractors, including Contractor.

17. COMPLIANCE WITH APPLICABLE LAW

Contractor's activities hereunder shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, guidelines, directives, and all provisions required thereby to be included in the Agreement are hereby incorporated herein by reference. Contractor shall have up to fifteen (15) days to correct any noncompliance with County rules, regulations, ordinances, guidelines, and directives following notice from County, including written copies of such applicable rules, regulations, ordinances, guidelines, and directives.

18. FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees, and other expenses (including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act for Work performed by Contractor's employees.

19. NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap in compliance with all applicable Federal and State antidiscrimination laws and regulations.

19.1. Contractor shall certify to and comply with the provisions of Contractor's Equal Employment Opportunity certification.

19.2. Contractor shall take Affirmative Action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

19.3. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

19.4. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations, including:

19.4.1. Title VII, Civil Rights act of 1964;

19.4.2. Section 504, Rehabilitation Act of 1973;

19.4.3. Age Discrimination Act of 1975;

19.4.4. Title IX, Education Amendments of 1973, as applicable;

19.4.5. Title 43, part 17, code of Federal regulations, subparts a & b;

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement, under any project, program, or activity supported by the Agreement.

- 19.5. Contractor shall, with reasonable notice and during regular business hours, allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 19 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County, provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Paragraph 19 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate the Agreement. While County reserves the right to determine independently that the antidiscrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of the Agreement. All determinations of violations made pursuant to this Paragraph 19.5 shall be appealable by Contractor in accordance with applicable laws and regulations and separately pursuant to Paragraph 2 (Dispute Resolution Procedure).
- 19.6. The parties agree that if Contractor violates the antidiscrimination provisions of the Agreement, County shall, at its option, be entitled to the sum of (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Agreement.

20. EMPLOYMENT ELIGIBILITY VERIFICATION

- 20.1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under the Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended.
- 20.2. Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Paragraph 13.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any

other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

21. HIRING OF EMPLOYEES

Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall, in any way, intentionally induce or persuade any Project Director, Project Manager, or other employee of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (1) County has the right to terminate the Agreement pursuant to Paragraph 4 (Termination for Insolvency) of this Exhibit, (2) the Agreement is terminated by County due to Contractor's default pursuant to Paragraph 5 (Termination for Default) of this Exhibit, (3) without resolution acceptable to both parties, Contractor and County have followed the dispute resolution procedure set forth in Paragraph 2 (Dispute Resolution Procedure) of this Exhibit, or (4) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of eDAPTS as applicable.

22. CONFLICT OF INTEREST

22.1. No County employee whose position with County enables such employee to influence the award of the Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in the Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall, in any way, participate in County's approval or ongoing evaluation of such Work or, in any way, attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

22.2. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Term. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include identification of all persons implicated and a complete description of all relevant circumstances.

23. RESTRICTIONS ON LOBBYING

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010 retained by Contractor shall fully comply with County lobbyist ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor, any County lobbyist, or County lobbying firm retained by Contractor to fully comply with County lobbyist ordinance shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement.

24. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should Contractor require additional or replacement personnel after the effective date, Contractor shall give reasonable consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.

25. NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph 25 (Nondiscrimination in Services), discrimination in the provision of services may include the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person, which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person, in any way, in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, any other requirements or conditions which persons must meet in order to be provided any service or benefit.

26. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance,

which might reasonably, or have been observed to, impair his/her physical or mental performance.

27. CONTRACTOR PERFORMANCE DURING CIVIL UNREST

Contractor recognizes that County provides services essential to the residents of the communities it serves, and these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Exhibit or the Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible without related danger to Contractor's or subcontractors' employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor, for which County may immediately terminate this Agreement.

28. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.

28.1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

28.2. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55 and shall implement all lawfully served wage and earnings withholding orders or County's Child Support Services Department notices of wage and earnings assignment for child or spousal support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

28.3. Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 30 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by Contractor under the Agreement. Without limiting the rights and remedies available to County under any other provision of the Agreement or at law

or in equity, failure to cure such default within ninety (90) days of notice by the CSSD shall be grounds upon which County may suspend or terminate the Agreement pursuant to Paragraph 5 (Termination for Default) of this Exhibit.

29. RECYCLED-CONTENT PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Agreement.

30. COMPLIANCE WITH JURY SERVICE PROGRAM

30.1. Jury Service Program. This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

30.2. Written Employee Jury Service Policy

30.2.1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

30.2.2. For purposes of this Paragraph 32 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week or a lesser number of

hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 30 (Compliance with Jury Service Program). The provisions of this Paragraph 30 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

30.2.3. If Contractor is not required to comply with the Jury Service Program when this Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

30.2.4. Contractor's violation of this Paragraph 302 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

31. ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to County Project Director, for the purpose of executing Contractor's obligations hereunder, including for the provision of maintenance services. Unless otherwise determined necessary by

County Project Director, access to County facilities shall be restricted to normal business hours, 7 a.m. to 5:30 p.m., Monday through Thursday, County observed holidays excepted. Access to County facilities outside of normal business hours must be approved, in writing, in advance by County Project Director, unless exigent circumstances preclude waiting for written approval (e.g., Contractor is responding to a major deficiency). Contractor shall have no tenancy or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times unless this requirement is waived in writing prior to such event by County Project Director.

32. COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform services hereunder and only for the performance of such services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of County Project Director, at County facilities, on a nonexclusive use basis. County shall also provide Contractor with reasonable telephone service and network connections in such office space for use only for purposes of the Agreement. County disclaims any and all responsibility for the loss, theft, or damage of any property or material left at such County office space by Contractor.

33. DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

33.1. Contractor shall repair or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

33.2. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

34. PHYSICAL ALTERATIONS

Contractor shall not, in any way physically alter or improve any County facility without the prior written approval of the Director of Public Works and County's Project Director, in their discretion.

35. FEDERAL EARNED INCOME TAX CREDIT

Contractor shall notify its employees and shall require each subcontractor to notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit H to the Agreement).

36. ASSIGNMENT BY CONTRACTOR

36.1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which the Contractor may have against the County.

36.2. Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

38.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default of the Contractor.

37. INDEPENDENT CONTRACTOR STATUS

37.1. The Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association as between County and Contractor. The employees and agents of one party shall not

be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent contractor.

- 37.2. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, local Taxes, other compensation, benefits, or Taxes for any personnel provided by or on behalf of Contractor, including any subcontractor personnel engaged directly or indirectly by Contractor in connection with Contractor's performance under the Agreement.
- 37.3. Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of Workers' Compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Agreement.
- 37.4. Contractor shall provide to County an executed Contractor's Employee Acknowledgment, Confidentiality & Assignment of Rights (Exhibit F to the Agreement) for each of its employees performing Work under the Agreement. Such agreements shall be delivered to County Project Director.

38. RECORDS AND AUDITS

- 38.1. Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement, provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Paragraph 38 (Records and Audits), Contractor may require the non-County examiner/auditor to execute a nondisclosure agreement prior to any disclosure. The nondisclosure agreement shall limit the non-County entity's use of information received or reviewed in connection with the

examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, time cards and other employment records shall be kept and maintained by Contractor and shall be made available to County during the Term and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

- 38.2. If an audit is conducted of Contractor specifically regarding the Agreement by any Federal or State auditor, then Contractor shall file a copy of such audit report with County's Auditor Controller and County Project Director within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under the Agreement.
- 38.3. If at any time during or after the Term, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to County Project Director and Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of County Project

Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

39. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, agents, and subcontractors who perform services hereunder shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. Upon request by County, a copy of each such license, permit, registration, accreditation, and certificate required by all applicable Federal, State, local laws, ordinances, rules, regulations, guidelines, and directives shall be provided to County in duplicate.

40. NO THIRD-PARTY BENEFICIARIES

Notwithstanding any other provision of the Agreement, Contractor and County do not, in any way, intend that any person or entity shall acquire any rights as a third-party beneficiary of the Agreement, except that this Paragraph 40 (No Third-Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

41. MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the Term, provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, public agency or district within California at prices below those set forth in the Agreement, then such lower prices shall be extended immediately to County.

42. COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and performance standards of the Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy, if not corrected, will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If improvement

does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in the Agreement.

43. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should Contractor require personnel in addition to those employed by Contractor on the effective date to perform the services set forth herein, Contractor shall give consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a reemployment list during the life of this Agreement. For this purpose, consideration shall mean that Contractor will interview qualified candidates. Prior to consideration being given by Contractor, County will refer such County employees by job category to Contractor. The above obligations do not apply to positions filled by: (i) third-parties who have subcontracted with Contractor to perform the services; or (ii) Contractor's current employees.

44. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration or termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

45. SAFELY SURRENDERED BABY LAW

Contractor shall notify and provide to its employees residing in or working in the State of California, and shall require each subcontractor performing work under this Agreement to notify and provide to its employees residing in or working in the State of California, information regarding the Safely Surrendered Baby Law, its implementation in County, and where and how to safely surrender a baby. The fact sheet (Exhibit I to the Agreement) is available on the Internet at www.babysafela.org for printing purposes.

46. BUDGET REDUCTIONS

In the event that the Board adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for

that fiscal year and any subsequent fiscal year services provided by Contractor under this Agreement. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions, and without limiting any of County's rights as set forth in this Agreement, including County's right of termination for convenience pursuant to Paragraph 6 (Termination for Convenience; Suspension) of this Exhibit. County and Contractor shall negotiate a mutually agreed upon reduction in Work remaining to be performed by Contractor pursuant to the SOW that corresponds with the reduction in County's payment obligation. Contractor shall otherwise continue to perform all of its obligations set forth in this Agreement.

47. WAIVER

No waiver by County of any breach of any provision of the Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in the Agreement shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

48. GOVERNING LAW, JURISDICTION, AND VENUE

The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to Agreements made and to be performed within that State. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

49. SEVERABILITY

If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal, or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired thereby unless the Agreement fails of its essential purpose because of such deletion.

50. RIGHTS AND REMEDIES

The rights and remedies of County provided in any given Paragraph as well as throughout the Agreement, including throughout this Exhibit, are nonexclusive and cumulative with any and all other rights and remedies under this Agreement, at law, or in equity.

51. FACSIMILE

Except for the parties initial signatures to the Agreement, which must be provided in "original" form and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party when appearing in appropriate places on Change Notices or in other correspondence, notices, etc., requiring signatures and received via communications facilities as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

52. CAPTIONS AND PARAGRAPH HEADINGS

Captions and Paragraph headings used in the Agreement are for convenience only, are not a part of the Agreement, and shall not be used in construing the Agreement.

STATEMENT OF WORK**ELECTRONIC DEVELOPMENT AND PERMIT TRACKING SYSTEM-ATTEVO
MANAGEMENT AND TECHNICAL SUPPORT****OBJECTIVE AND SCOPE**

This Exhibit B (Statement of Work or SOW) defines the scope of Work to be performed under the attached Agreement ("Agreement") by and between County of Los Angeles (County) and Attevo, Inc. (Contractor) for services to assist in the testing, management and implementation of a web-based electronic development and permit tracking system (eDAPTS) that will integrate the land development and permitting process of Building and Safety, Construction, Environmental Programs, Geotechnical and Materials Engineering and Land Development Divisions. Furthermore, the system will allow for efficient access to information entered by the Departments of Regional Planning, Fire, Office of Environmental Health and the general public.

This Statement of Work also incorporates by reference all of the requirements stated in the Agreement. Words and expressions used in this Statement of Work and not otherwise defined herein shall have the meanings set forth in the Agreement.

SCOPE OF WORK

The Work to be performed under the Agreement may be reduced at any time at County's sole discretion. The Work under Phase I includes the following:

- Review of the overall project, including project management practices, and the project plan delivery schedule to assess risks and recommend mitigation activities.
- Evaluation of testing procedures to develop specific recommendations to measure the quality of Accela's deliverables against County's documented requirements.
- Evaluation of Accela's defect tracking process and submittal of a report outlining suggested improvements to more efficiently monitor system defects and ensure every defect is corrected or properly addressed.

Upon confirmation of the successful testing of Accela's software and receipt of approval of DPW to proceed with Phase II of the Agreement, Contractor shall perform the following work:

- Evaluation of the process for updating eDAPTS with future Accela software releases and preparation of recommended policies or procedures for efficiently implementing updates to the software. Preparation of a proposal clarifying how Public Works (DPW) is to evaluate future releases of the Accela software to determine if the changes are sufficient to justify the effort of implementing the new release.
- Evaluation of the existing technical architecture for the eDAPTS application and submittal of a report outlining suggestions to improve performance, maintenance efficiency and future growth as the number of users throughout the County increases.

- Evaluation of Accela's attempt to meet County's Geographic Information System (GIS) requirements and recommendations to improve the current performance of Accela GIS.
- Evaluation of County's Interactive Voice Response (IVR) and eBusiness requirements, including recommendations for an optimum implementation utilizing the eDAPTS system.

TASKS AND DELIVERABLES

PHASE I

TASK 1.0 IMPLEMENTATION PLANNING AND MANAGEMENT

Contractor shall prepare and deliver the Implementation Plan with attachments as defined in the following Subtasks. County shall monitor and manage progress of the project based on the approved Implementation Plan and the Agreement.

Task and Deliverable No. 1

Task 1: Project Organization and Standards

- Define Project Communications, Standards, and Conventions. Contractor shall use the County standard software set forth below when preparing Deliverables. Standard software shall be confirmed and revised as necessary during Task 1.0 (Implementation Planning and Management). Contractor shall provide Deliverables in an electronic file format importable to the standard County software. County standard software currently is as follows:
 - Microsoft Word
 - Microsoft Excel
 - Microsoft Project
 - Microsoft PowerPoint
 - Microsoft Visio
 - Adobe Acrobat
 - Operating System: Windows 2000
 - Web Server: Microsoft Internet Information Server (IIS) 5.0
 - Web Development tools: Cold Fusion 5.0, ASP, HTML, Java, Java Script, Crystal Reports 8.5, Adobe Acrobat 5.0, Interwoven Team Site 5.5.2
 - Databases: Oracle 9i and Oracle 10g
 - GIS: ArcGIS 8.X ArcIMS 4.X

If determined necessary by County, County shall develop written communication guidelines and Change Notice procedure details in addition to those set forth in the Agreement. However, such additional guidelines or procedures shall not in any way be inconsistent with the Agreement. Further, Contractor and County shall agree on the formats for all deliverables identified in this Statement of Work. The format of all deliverables shall be agreed upon and finalized during Task 1.0 (Implementation Planning and Management).

- Prepare and Deliver Implementation Plan. Within 5 days of Project Start, Contractor will submit their proposal to complete all of the tasks specified in the Agreement.
- Establish Deliverable Review Process. Agree on process to ensure that all deliverables have been reviewed for technical accuracy and quality assurance prior to delivery to County. This process includes:
 - a) Presenting the deliverable for County's review
 - b) Revising the material to include any changes required by County to meet the specifications defined in the "Deliverable Verification Report".
 - c) Review and approval timeframes, allowing for County's review and Contractor's revisions, before deliverable is finalized
 - d) A time based Escalation Policy and process
- Deliverable Verification Report. Within 7 calendar days of Project Start, Contractor will submit to County a written document reflecting Contractor's understanding of each deliverable contained in this Statement of Work, including:
 - Contractor's planned activities to complete each (and all) Deliverable(s), including any anticipated participation by County representatives
 - A confirmation of Contractor's understanding of "Acceptance Criteria" for each Deliverable

Within 7 calendar days of Contractor's delivery of the Deliverable Verification Report, Contractor and County will complete discussion, review, and final approval, by both County and Contractor, of the Deliverable Verification Report. This document will be utilized throughout the Project to ensure clear expectations and deliverable approval criteria.

- Develop Detailed Work Plan. The Project Work Plan is a formal County approved document used to guide both project execution and project control. The primary uses of the project work plan are to document planning assumptions and decisions, facilitate communication among stakeholders, and document approved scope, cost, and schedule.
 - Within 14 calendar days of Project Start, Contractor is to develop and submit for approval a detailed Work Plan that is coordinated with the existing eDAPTS project schedule, including planned schedules for Statement of Work activities. The Work Plan will include Contractor roles and assign tasks to appropriate Contractor personnel
- Define and establish Contractor/DPW Project Steering Committee. The first Contractor and DPW Staff Meeting shall be scheduled within two (2) weeks after the Effective Date. Contractor's management team and County designated staff shall be present at this meeting. County and Contractor shall finalize roles and assign tasks to appropriate personnel.
- Office Space. County shall provide two workstations in one office for the use of Contractor's implementation team.
- Weekly Progress Reports. Provide weekly progress reports and make on-site presentations to County identifying progress against the approved recommendations, by

task and deliverable. The progress reports should also describe problems, provide recommended solutions to these problems, and call management's attention to issues affecting the scope of services, the project budget, or the deliverables to be provided by the Contractor. The weekly progress reports to the County Project Manager would:

- a) Summarize overall project status
 - b) List Contractor's activities completed during the reporting period
 - c) List Contractor's activities planned for the next reporting period
 - d) Report on outstanding issues/concerns
 - e) Identify new issues/concerns
 - f) Recommend/Discuss schedule changes
- eDAPTS Steering Committee Meeting(s) A brief agenda will be provided by Contractor to the identified eDAPTS Steering Committee on a monthly basis. The eDAPTS Steering Committee is a group of high-level stakeholders who are responsible for providing guidance on overall strategic direction. Attendance by Contractor's Project Managers at the Steering Committee Meeting is required unless otherwise notified by County in advance.
 - Acceptance Decision Tree Report. Working with the Public Works project manager, the Contractor will create Decision Framework for a System Acceptance Decision. This will describe in detail a decision making process (e.g. a decision tree) that is appropriate to Public Works for determining if the delivered Kiva software meets County's defined requirements and acceptance criteria. This process should take into account the following:
 1. The analysis done on County's business requirements and how these map onto application functionality
 2. The relative prioritization of the required system capabilities
 3. Industry best practices for evaluating suitability and system standards
 4. Planned software delivery and update cycles between Public Works and Accela
 5. Collection of necessary metrics

Deliverable 1

Within 21 calendar days of Project Start, unless extended by County, County approval of the following, as detailed above:

- Implementation Plan
- Deliverable Review Process
- Deliverable Verification Report
- Project Work Plan
- Weekly Progress Report (approval of first report)
- Acceptance Decision Tree Framework

Task and Deliverable No. 2

Task 2: Testing Procedure and Infrastructure

- Evaluate and document existing testing requirements:
 - Contractor will review County's documented business requirements to evaluate what testing activities are necessary to ensure Kiva 8.1 satisfies these requirements.
 - Contractor will assess current test plans, processes and methods, and determine suitability against best practices and stated business objectives and business processes.
 - Contractor will prepare a report outlining recommendations to improve each agency's test policy, process, methods and tools.
- Evaluate existing testing infrastructure. Review current test-bed environment used in acceptance testing, including test scripts, automation technology, databases and test-bed set up procedures. NOTE: A test-bed is a platform for experimentation of large development projects. It describes a development environment that is shielded from the hazards of testing in a live or production environment.

Compare current capabilities against industry best practices and current project expectations. Make suggestions for improving efficiency and access through configuration changes, application of off the shelf technology and automation of current tasks.

- Assist in the implementation. Contractor will provide technical expertise and project management, as requested to implement the following:
 - Process and methodology recommendations adopted by County
 - Automation of test procedures, using 'off the shelf' products and/or limited custom development, associated with preparation of the test-bed
 - Automation of tests using "off the shelf" automation tools
 - Creation of required data sets used in testing procedures
 - Configuration of test-bed environment
- Assist in the execution of test scripts and review test script results. Contractor will assist County in identifying defects and entering them into the defect tracking system.
- For all remote testing, port the developed and tested system to County's environment.

Deliverable 2

Within 21 calendar days of Project Start, unless extended by County, Contractor shall complete these deliverables:

- **Test Plan and Procedures Review Report**
The Test Plan and Procedures Review Report is a report detailing what should be tested, what gets tested and how it compares against the business requirements at this point in the implementation process. This deliverable is a business process specification that sets out a framework for test requirements, planning, method, process and training.

- **Test Infrastructure Review & Improvement Report**

The Test Infrastructure Improvement Report details the current test-bed environment and outlines suggestions for improving efficiency and access through configuration changes, application of off the shelf technology and automation of current tasks.

- **Test Database Creation**

Contractor's project team will analyze the existing Test Database structure, define the required database specifications and recreate the database to ensure the test data is clean and valid for accurate testing.

- **Testing Procedure, Infrastructure & Implementation**

Utilizing review of current test-bed environments used in acceptance testing, including test scripts, automation technology, databases and test-bed set up procedures, Contractor will define improvements and will document best practices for test automation and provide direct assistance to County personnel in implementing improvements and aligning Public Works process with best practices.

- **Test Results Report**

Contractor's System Test resource(s) will be dedicated to execute system tests. Upon completion of these System Tests, a Test Results Report will be created to ensure proper entry of results into appropriate system and a report on the results.

Task and Deliverable No. 3

Task 3: Defect Management Process

- Evaluate the current Defect Management Process. Contractor to assess the current Defect Management process utilized by Accela and County. Contractor will compare the findings to Best Practices. Contractor will prepare a report with recommendations or suggested improvements to current processes. Contractor will review the report with management for feedback and final input before preparation of the final Defect Management Process review report.
- Defect Management Business Process and System Design. Contractor will use the final Defect Management Process review report to develop and design the changes needed to the existing process. The changes may effect any of the aspects of defect tracking including:
 - Identifying defects
 - Reporting defects
 - Assigning defects
 - Analyzing defects
 - Ranking defects
 - Monitoring defects
 - Correcting defects
 - Closing defects including re-testing

Contractor will also determine any new system or manual processes needed to support Defect Management. Use and application of "off the shelf" technology is anticipated for

this effort.

- **Defect Management Implementation Assistance.** Contractor will develop a detailed plan to assist the County with implementing the Defect Management Process changes specified in the final report.

Contractor will need to review internal staff training needs and develop a plan for internal staff. Contractor will include steps to implement the new system and manual forms.

Deliverable 3:

Within 35 calendar days of Project Start, unless extended by County, Contractor shall complete these deliverables:

- **Defect Management Process Review Report**
Prepare final Defect Management review report with agreed upon recommendations and timeline for implementation of the agreed upon changes.
- **Defect Management Business Process Design**
Develop process improvement design for defect management including:
 - Identification of defects
 - Ranking
 - Monitoring
 - Correction

Document new automated and manual processes needed for Defect Management. Prepare a Defect Management summary report with recommendations or suggested improvements to current processes.

- **Defect Information Management System Setup**
Implement new system or manual process forms needed for the Defect Management process. Implement system physically and train necessary County and Accela personnel in new process and tools. This will include the following:
 - Implement the new Defect Information Management system
 - Migrate existing data into the new Defect Information Management system
 - Conduct training class with a maximum of 20 participants
 - Create defect tracking metrics report

Use and application of “off the shelf” technology is anticipated for this effort.

PHASE II

Task and Deliverable No. 4

Task 4: System Implementation & Delivery Process

The purpose of this Task is to create a durable business process for Public Works to manage the technology aspects of software delivery, test and rollout. To deliver this the Contractor shall prepare and deliver the business process as outlined in the following subtasks.

- Business Process and System Requirements Review. Contractor will conduct a thorough review of the business objectives and requirements of Public Works that are germane to a successful software delivery, staging and deployment of the software system within the Public Works community. This will include a review of the following:
 - an initial audit of the user community needs,
 - security requirements,
 - physical delivery requirements to assure adequate performance
 - preparation of test bed,
 - configuration of software,
 - regression test process,
 - software deployment

Contractor will develop a business process to support DPW's ongoing implementation and deployment activities. This will include determining suitability of current process and defining changes needed to bring process into best practices conformance.

- Development of Kiva 8.1 Delivery Plan. Within the context of the business process created above, Contractor will evaluate current implementation plan to incorporate Kiva 8.1 into day-to-day business use, outline gaps and make final plan for Kiva deployment within Public Works.
- Initial Kiva 8.1 Implementation Assistance. Contractor will provide technical project management, programming and system configuration support of the Kiva implementation within Public Works. This will include assistance in:
 - Implementing process and methodology recommendations adopted by County
 - Development of data conversion validation process
 - System & User configuration and setup
 - Regression Test
 - Staging
 - Roll-out of new system

Deliverable 4:

- **Business Process and Systems Requirements Report**
Report will include the finding of the Business Process and Systems Requirements review as outlined above. The report will be submitted within 10 days from the start of Phase II.
- **Implementation and Delivery Business Process Description**
Report will detail the business process and will include
 - Documentation on process objectives, stakeholders, roles, training required etc.
 - Documentation of the process inputs, outputs, process maps, prototype schedules etc.
 - Preparing an estimate for performing the additional gap analysis

The report will be submitted to the County within 5 days after the Business Process and Systems Requirements Report.

- **Kiva 8.1 Delivery Plan**

Report will detail the Kiva 8.1 Delivery as described above, including:

- Business process gap analysis between current and recommend process and recommended corrective actions to resolve these gaps
- Detailed schedule for Kiva 8.1 implementation based on new business process description

The plan will be submitted to the County within 14 days after the Implementation and Delivery Business Process Description.

- **Assist in Kiva 8.1 Implementation Process**

Provide technical expertise and guidance to implement recommendations adopted by County. Provide assistance as outlined above to implement business process.

Task and Deliverable No. 5

Task 5: Technical Requirements Review

The purpose of this task is to provide an analysis of the technical software & hardware requirements required to assure the delivered system delivers against performance expectations.

- **Technical Requirements Assessment.** Contractor shall ascertain from Public Works the expected performance expectations and then review the Technical Requirements suggested by current System Requirements against the existing design, including software, hardware, networking, data sources, configurations and interfaces with other systems. Performance items to be considered during the review include the following:
 - System capacity
 - Response time
 - Security

Hardware & Software items:

- Hardware capability
- Networking capability
- Failover capability
- Data security
- Access to required data and programming interfaces of remote systems
- Access to adequately trained staff for support and training

Deliverable 5:

- **Technical Requirements Assessment Report**

Report will include detailed recommended technical specifications considered necessary to meet performance expectations. Report will provide a gap analysis against current plans and point out any critical areas where current planned infrastructure is likely to result in a performance shortfall against expectations. The report will be submitted to the County within 10 days after the Kiva Delivery Plan.

- **Assistance Confirmation of performance issues.** Contractor will assist in confirming existence of performance issues of system, based on potential problem areas identified in Report and will prepare a report of recommended changes to be put in place to assure system will perform against requirements including:
 - Documenting suggested hardware and/or software upgrades that can be initially determined
 - Documenting areas where additional gap analysis and testing is needed

Task and Deliverable No. 6

Task 6: System Upgrade and Maintenance Process

The purpose of this task is to define a new business process for managing the System Upgrade and Maintenance Lifecycle and provide training support to assure Public Works is in a position to execute on future deliveries of software.

- Evaluate the current System Upgrade Process. Contractor to review the existing process for implementing a system upgrade for the following:
 - How the County determines business benefits of new features delivered in maintenance releases of the system software.
 - Analyzing testing needs for patches and upgrades that are in addition to regression tests that are normally executed.
 - Determining new training needs necessitated by a new patch.

Deliverable 6:

- **Upgrade and Maintenance Business Process Design**
Prepare business process documentation for System Upgrade and Maintenance Process. Report will detail the business process as described above and will include:
 - Documentation on process objectives, stakeholders, roles, training required etc.
 - Documentation of the process inputs, outputs, process maps, prototype schedules etc.

The report will be submitted to the County within 10 days after the Technical Requirements Assessment Report.

Task and Deliverable No. 7

Task 7: GIS System Analysis

- GIS Review And Problem Diagnosis. The current GIS system performance is considered unacceptable. The Contractor will provide an experienced GIS professional to review the System Architecture, GIS requirements, configuration and implementation, and prepare recommendations to improve the performance and features within Accela GIS.
- GIS Improvement. The Contractor will work with Accela staff to confirm and diagnose exact issues and specify/design improvements to the GIS system and assist Accela in the implementation of changes to GIS code base

Deliverable 7:

- **Evaluation of the GIS System Architecture and Performance.** Contractor will evaluate and compare Accela GIS system architecture with other similar known GIS implementations and configurations. Deliver evaluation (Report)
- **GIS Improvement Assistance.** Contractor GIS and development personnel will assist Accela and report status of GIS Improvement Project

Task and Deliverable No. 8

Task 8: IVR Implementation Review

- **IVR Implementation Evaluation.** Contractor provide an experienced IVR professional to will evaluate the System Architecture and IVR requirements and prepare recommendations to improve the performance and utility of this feature within the eDAPTS system.

Deliverable 8:

- IVR Review (Report)

REPLACEMENT OF CONTRACTOR'S TEAM MEMBERS

Contractor personnel assigned to the project may not be replaced without County's knowledge and consent. Such consent shall not be unreasonably withheld or delayed provided a qualified replacement is offered. In the event that any Contractor personnel becomes unavailable due to resignation, illness, or other factors outside of the Contractor's reasonable control, excluding assignments to other projects, the Contractor shall be responsible for providing an adequately qualified replacement in time to avoid delays.

PRICE QUOTATION, INVOICES, AND TEN (10) PERCENT WITHHOLDS

This is a fixed price per deliverable Agreement. Each task group shall be priced and paid for separately. No out-of-pocket expenses are covered in this Work Order. All costs must be factored into the price of each deliverable including labor, materials, travel, parking, and administrative overhead. All price quotations must be for the full services. Any and all exceptions, qualifiers, restrictions, and respective adjustments to the price quotations must be listed separately.

Upon the satisfactory completion of each task and deliverable, Contractor shall submit an invoice which must be approved in writing by County Project Manager. Each deliverable must be listed separately in the invoice. The invoice must reference the work order number, detail the deliverable(s) on which work was conducted, and shall be accompanied by the required documentation if it had not been submitted previously to County Project Manager.

In addition, an amount of ten percent (10%) from the payment of each task will be withheld for deferred payment until the end of each phase of the project when the last task/deliverable is fully accepted by the County.

Exhibit C - Price and Schedule of Payments

Attachment 1

SCHEDULE OF DELIVERABLES AND PAYMENTS

Project Costs & Schedule per Task/Deliverable

Task/Deliverables	Total Payment	Retention	Initial Pay Amount
PHASE 1			
<u>Task 1: Project Organization and Planning</u>			
1.1 Implementation Plan	\$ 8,831	\$ 883	\$ 7,948
1.2 Deliverable Review Process	\$ 5,652	\$ 565	\$ 5,087
1.3 Deliverable Verification Report	\$ 5,299	\$ 530	\$ 4,769
1.4 Project Work Plan	\$ 3,886	\$ 389	\$ 3,497
1.5 Weekly Progress Report (approval of 1st Report)	\$ 3,886	\$ 389	\$ 3,497
1.6 Acceptance Decision Tree (Report)	\$ 3,488	\$ 349	\$ 3,139
<u>Task 2: Testing Procedure, Infrastructure & Implementation</u>			
2.1 Test Plan and Procedures Review	\$ 16,558	\$ 1,656	\$ 14,903
2.2 Test Infrastructure Review	\$ 16,558	\$ 1,656	\$ 14,903
2.3 Test Database Creation	\$ 18,104	\$ 1,810	\$ 16,294
2.4 Test Results Report	\$ 8,522	\$ 852	\$ 7,670
<u>Task 3: Defect Management Process</u>			
3.1 Defect Management Process Review (Report)	\$ 13,026	\$ 1,303	\$ 11,723
3.2 Defect Management Business Process Design	\$ 13,026	\$ 1,303	\$ 11,723
3.3 Defect Information Management System Setup	\$ 37,974	\$ 3,797	\$ 34,177
Subtotal	\$ 154,811	\$ 15,481	\$ 139,330
PHASE 2			
<u>Task 4: Business Process and Gap Analysis</u>			
4.1 Business Process and Systems Requirements Change Report	\$ 20,753	\$ 2,075	\$ 18,678
4.2 Implementation and Delivery Business Process Description	\$ 13,026	\$ 1,303	\$ 11,723
4.3 Kiva 8.1 Delivery Plan	\$ 13,026	\$ 1,303	\$ 11,723
4.4 Assist in Kiva 8.1 Implementation Process	\$ 26,273	\$ 2,627	\$ 23,646
<u>Task 5: Technical Requirements Review</u>			
5.1 Technical Requirements Assessment Report	\$ 15,896	\$ 1,590	\$ 14,306
5.2 Assistance Confirmation of Performance Issues	\$ 21,195	\$ 2,120	\$ 19,076
<u>Task 6: System Upgrade & Maintenance Process Development</u>			
6.1 Upgrade & Maintenance Business Process Design	\$ 17,662	\$ 1,766	\$ 15,896
<u>Task 7: GIS System Analysis</u>			
7.1 GIS Performance Evaluation (Report)	\$ 21,416	\$ 2,142	\$ 19,274
7.2 GIS Improvement Assistance	\$ 21,416	\$ 2,142	\$ 19,274
<u>Task 8: IVR Review</u>			
8.1 IVR Review (Report)	\$ 11,039	\$ 1,104	\$ 9,935
Subtotal	\$ 181,702	\$ 18,170	\$ 163,532
Totals	\$ 336,513	\$ 33,651	\$ 302,862

EXHIBIT D

3rd PARTY SOFTWARE

Attevo will utilize the following 3rd party software:

- Borland C++ Builder 6
- Turbo Power Orpheus 4
- Korbitec ODBC Express 5.07
- ESRI Map Objects 2.2
- Seagate Crystal Reports 8.5
- Robo Help 2002
- T-ExcellentForm Printer 3.2
- Mercury
- Kiva
- Accela GIS
- Accela Wireless

The County will maintain the following 3rd party software:

- SQL Server 2000

**CONTRACTOR'S EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY AGREEMENT & ASSIGNMENT OF RIGHTS**

AGREEMENT NAME & NUMBER: _____

CONTRACTOR/EMPLOYER NAME: _____

GENERAL INFORMATION:

Your employer referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality & Assignment of Rights.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above referenced Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of Work under the above referenced Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of Work under the above referenced Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any Agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

You may be involved with Work pertaining to services provided by the County of Los Angeles and, if so, you may have access to confidential data and information. In addition, you may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession. If you are to be involved in County Work, the County must ensure that you, too, will protect the confidentiality of such data and information. Consequently, you must sign this Agreement as a condition of your Work to be provided by your employer for the County. Please read this Agreement and take due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing Work pursuant to the above referenced Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violation of the Agreement by myself and/or by any other person of which I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Agreement, or termination of my employment with my employer, whichever occurs first.

ASSIGNMENT OF PROPRIETARY RIGHTS:

As used in this Agreement, "Works" means (i) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during my employment with Contractor which relates to the Agreement, (ii) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during or after my employment with Contractor which are made through the use of any of Contractor's equipment, facilities, supplies, trade secrets or time, or which result from any work I perform for Contractor, and (iii) any part or aspect of any of the foregoing. "Confidential Information" means all information or material disclosed to or known by me as a consequence of my employment with Contractor, including third party information or information disclosed by County that Contractor treats as confidential, and any information disclosed to or developed by me or embodied in or relating to the Works.

All Works shall belong exclusively to Contractor whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be "works made for hire" under the United States Copyright Act, and Contractor shall be deemed to be the author thereof.

If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to Contractor as a work made for hire, I irrevocably assign and transfer to Contractor to the maximum extent permitted by law all right, title and interest in the Works, including but not limited to all copyrights, patents, trade secret rights, and other proprietary rights in or relating to the Works. Without limiting the foregoing, I irrevocably assign and transfer to Contractor all economic rights to the Works, including without limitation the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, import, export, transfer, convey and otherwise exploit the Works.

I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works.

I expressly approve any and all modifications, uses, publications and other exploitation of the Works that Contractor or any successor or transferee of Contractor may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause

harm to my honor or reputation, or will be deemed to constitute a distortion or mutilation of the Works.

I agree to provide any assistance reasonably requested by Contractor, now and in the future, to obtain United States or foreign letters patent and copyright registrations covering inventions and original works of authorship belonging or assigned to Contractor. I shall execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the U.S. Copyright Office, the U.S. Patent and Trademark Office, or any other entity). If Contractor is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated to transfer or assign, I irrevocably designate and appoint Contractor and its duly authorized officers and agents as my agent and attorney in fact, to act for and on its behalf and stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest and is irrevocable.

This Agreement shall be construed in accordance with the provisions of Section 2870 of the California Labor Code (the text of which follows) relating to inventions made by an employee. Accordingly, this Agreement is not intended and shall not be interpreted to assign to or vest in Contractor any of my rights in any inventions developed entirely on my own time without using Contractor's equipment, supplies, facilities, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the invention to Contractor's business or the actual or demonstrably anticipated research or development of Contractor, or result from any work I performed for Contractor.

California Labor Code Section 2870. Employment Agreements; Assignment of Rights

(a) Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

I acknowledge that violation of this Agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

Signed: _____ Dated: ____/____/____

Printed: _____

Position: _____

TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

(Contractor Name and Address)		TRANSMITTAL DATE
TASK/DELIVERABLE ACCEPTANCE CERTIFICATE		CONTRACT NUMBER
		TITLE
FROM:	TO: John Kelly County Project Director Department of Public Works	
_____ Contractor Project Director (Signature Required)		
Contractor hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Agreement, including the Exhibits thereto to the completion of the Tasks and delivery of the Deliverables set forth below, including satisfaction of the completion criteria applicable to such Tasks and Deliverables and County's approval of the Work performed in connection with the achievement of such Task. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with the Exhibit B (Statement of Work). County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.		
TASK DESCRIPTION (including Task and subtask numbers as set forth in the Statement of Work)	DELIVERABLES (including Deliverable numbers as set forth in the Statement of Work)	
Comments: 		
Attached hereto is a copy of all supporting documentation required pursuant to the Agreement and Exhibit B (Statement of Work), including any additional documentation reasonably requested by County.		
County Acceptance: NAME _____ SIGNATURE _____ DATE _____ County Project Director		

Distribution:

Original – Financial Services
 Copy 1 - Contractor

Copy 2 - County Project Manager
 Copy 3 - DPW Master Contract File

**Department of the Treasury
Internal Revenue Service
Notice 1015**

(Rev. December 2005)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: *You are encouraged to notify each employee whose wages for 2005 are less than \$37,263 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

**How Will My Employees Know If They Can
Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of \$799, he or she must file a 2005 tax return to get the \$799 refund.

**How Do My Employees Get Advance EIC
Payments?**

Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide:

Notice 1015
(Rev. 12-2005)

**No shame.
No blame.
No names.**

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Glenn Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grant and Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brazhwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

Enclosure B

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

May 8, 2006

IN REPLY PLEASE
REFER TO FILE: A-0

TO: Each Supervisor

FROM: Donald L. Wolfe *DL Wolfe*
Director of Public Works

Jon Fullinwider
Jon Fullinwider
Chief Information Officer

ADVANCE NOTIFICATION – INTENT TO FILE A SOLE SOURCE CONTRACT TO SUPPORT THE ELECTRONIC DEVELOPMENT AND PERMIT TRACKING SYSTEM (eDAPTS)

As you know, there have been some difficulties in fully implementing the eDAPTS application for the County as initially contracted. Accela, the developer of the eDAPTS software application, has committed to resolving many of the issues previously identified with the delivery of their next version, due in mid-July. This version is intended to allow Public Works to start processing Land Development requests and Building and Safety permits. We expect to test the release and implement it in at least one Building and Safety permit office by the end of this calendar year.

In an effort to ensure successful and timely implementation of key components of this next release, we have implemented the following high priority actions:

- Development of a new Project Plan and Schedule;
- An executive level commitment, by Accela and the County, to fully achieve the revised schedule, including core functionality referenced above, by December 2006;
- Assignment of a single, full time Project Manager;
- More stringent quality control procedures; and
- Improved communication processes

Collectively, these efforts are already showing very positive results.

To date, the implementation component of the contract with Accela has been extended twice since being approved by your Board on June 18, 2002, and will presently expire on December 31, 2006. These extensions were necessary for Accela to understand

Each Supervisor
May 8, 2006
Page 2

and meet the comprehensive requirements of the Countywide land-based permitting system. If this next phase of the implementation process is successful, another extension may be requested.

Accela's next release contains functionality deemed absolutely essential for the County's core functionality. Successful implementation of this next release by the December 31, 2006, deadline will be a critical decision factor for further expanding eDAPTS functionality. As a risk mitigation factor, we wish to hire ATTEVO, Inc. to provide technical expertise and assistance in managing this critical phase of the very complex eDAPTS project.

This memorandum is to notify your Board that we intend to initiate negotiations with ATTEVO for a sole source support services agreement. It is anticipated that this agreement will have a term of 7 months commencing upon Board approval and contract execution. The anticipated cost of these support services is not to exceed \$353,000.

ATTEVO is uniquely qualified to assist us with this project due to their previous experience and knowledge of Accela's software, having assisted other government agencies in the implementation of this software, in similar business environments, over several years. ATTEVO is authorized by Accela to assist in the implementation of their product. Other vendors would require a time-consuming learning curve and extensive resources from Public Works and Accela to fully understand our business requirements and the software capabilities.

All eDAPTS departments agree that implementation of core Public Works Land Development and Building and Safety permit activities will be a critical measure of the County's and Accela's ability to meet the remaining Countywide eDAPTS objectives. A services agreement with ATTEVO will significantly improve the likelihood of success for this critical milestone.

We will proceed with sole source contract negotiations with ATTEVO prior to bringing this item to your Board, anticipated to be in May 2006.

If you have any questions, please contact us.

NDN:tao
C:\myfiles\terry1\ATTEVO BOARD MEMO (2)

c: Chief Administrative Office
Executive Office
IT Board Deputies